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The Solicitors' Journal.

LONDON, JANUARY 21, 1905.

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Current Topics.

The Right to the Last Word to the Jury.

WITH REFERENCE to Mr. Justice DARLING's ruling this week in the Wandsworth solicitor's case, a learned correspondent has furnished us with the following interesting note: In an action for defamation, tried at the Gloucester Assizes, I think in the late sixties, Mr. HENRY MATTHEWS, Q.C., led for the plaintiff, and Mr. J. J. POWELL, Q.C. (the then leader of the Oxford Circuit), for the defendant. The latter had great power in addressing a jury, especially one at Gloucester, and was naturally anxious for the last word in the case, as was also his adversary. In the course of cross-examining one of the witnesses for the plaintiff (I believe the plaintiff himself), Mr. POWELL produced a placard and asked one or two questions on it; and having done this, he threw the placard on the table at which counsel were sitting. Having called all his witnesses, Mr. MATTHEWS said, "That's my case, my lord," to which Mr. POWELL rejoined, "And so it is mine; I call no witnesses." Whereupon Mr. MATTHEWS claimed that, as Mr. POWELL had cross-examined on the placard which he had produced to the witness, he had made it evidence for the defendant; therefore he must address the jury first. This gave rise to a heated contention, but ultimately the judge ruled that Mr. MATTHEWS' contention was technically correct. Much disconcerted, Mr. POWELL was obliged to go first, and lost his coveted last word. It was understood that, after the case was over, he wrote Mr. MATTHEWS a strong letter of remonstrance on the course he had taken, and it was some time before the two leaders were again on terms of friendship.

Celluloid Coins.

IT IS STATED that the London County Council, having found great difficulty in accumulating a sufficient quantity of copper coin for use in the business of the street tramways, have prepared a number of coins made of celluloid and coloured blue and red, the former being of the value of a halfpenny and the latter of a penny. These coins have on them a device indicating that they are issued by the county council for the purpose of being exchanged for tramway tickets. This does not appear to be any encroachment upon the privilege of coining money, which is, of course, an exclusive privilege of the Crown. The coins are not

issued and put into general circulation as money resembling, or intended to resemble, the current coin of the realm. It is true that the words of section 5 of the Coinage Act, 1870, "no piece of gold, silver, copper, or bronze, or of any metal or mixed metal of any value whatever shall be made or issued except by the Mint, as a coin or token for money, or as purporting that the holder thereof is entitled to demand any value denoted thereon," are tolerably wide. But the section is aimed at coins which have been put into general circulation as money, and the tokens of the county council, even if they were made of metal, could not be brought within its terms. Instances of the use of private tokens can easily be found in the history of England. EVELYN, in his diary, speaks of tokens issued by every tavern "passable through the neighbourhood, though seldom reaching further than the next street or two."

Translations of Foreign Codes.

THE PUBLICATION of an English translation of the Commercial Code of the Argentine Republic draws attention to a somewhat remarkable fact, that so few of the many foreign codes have been translated into our language. The admirable *Collection de Codes Etrangers* published in Paris provides French translations of all the most important codes of other countries, but we have nothing corresponding to it in England. There is not even a uniform edition of the codes of France. English translations have been published of some half-dozen maritime codes. The Commercial Code of Germany, which came into force at the beginning of the century, has been translated into this language, and twenty years ago an edition of the Penal Code was published, but is now practically obsolete. Two English translations have been published of the Japanese Civil and Commercial Codes. One is by a German professor in the Imperial University of Tokyo, and the other by Mr. J. G. GIBBINS, of the British legation. A useful practical guide upon legal points arising in business relations with Russia, containing translations of different portions of the codes, has been provided recently by Baron HEYKING, Consul for Scotland and the northern counties of England. But as private enterprise has left a large amount of ground unoccupied, it is deserving of consideration whether the translation of the various foreign codes should not be undertaken at the public expense. A committee modelled upon the lines of the Statute Law Committee, including lawyers possessing the necessary linguistic attainments, would be most suited for the purpose. From time to time the Foreign Office obtains from the embassies a report, containing the law upon some subject in the countries to which they are accredited, and afterwards lays the collection before Parliament. But this is done generally with a view to some change in our own laws, and does not provide information of much use to the practising lawyer. A notable exception is the Blue Book containing the laws of marriage and divorce, which was published ten years ago and was brought up to date in 1903.

Imputing Notice Through a Common Director.

THE PRESENT practice of appointing the same persons on the boards of different companies which may have dealings with each other is obviously liable to lead to complications, but the decision of the Court of Appeal in *Re David Payne & Co. (Limited)* (1904, 2 Ch. 608) removes one source of difficulty by shewing that the knowledge which a director obtains in one capacity will not in general be imputed to the company of which he is an officer in another capacity. The rule under such circumstances established by *Re Marseilles Extension Railway Co.* (20 W. R. 254, 1 R. 7 Ch. 161) was enunciated by VAUGHAN WILLIAMS, J., in *Re Hampshire Land Co.* (45 W. R. 136; 1896, 2 Ch. 743) as follows: "The knowledge which has been acquired by the officer of one company will not be imputed to the other company, unless the common officer had some duty imposed upon him to communicate that knowledge to the other company, and had some duty imposed on him by the company which is alleged to be affected by the notice to receive the notice." In the present case one KOLCKMANN was a director of the Exploring Land and Minerals Co. and also of David Payne & Co. The latter company was associated with three other companies which were in need of money, and an arrangement was made, with KOLCKMANN's knowledge, that the Exploring Co. should be asked to advance £6,000 upon the security of a debenture of David Payne & Co., and

that the money should be used for the purposes of the associated companies. This arrangement was carried out and the £6,000 was advanced by the Exploring Co., but ultimately David Payne & Co. went into liquidation and the liquidator sought to have the debenture declared void on the ground that the transaction was *ultra vires*. The application of the money borrowed was, of course, *ultra vires*, but David Payne & Co. had under their articles of association the usual power to borrow on debentures, and the knowledge of the purpose to which the money was to be applied could not be imputed to the Exploring Co. unless by reason of KOLCKMANN being an officer of both companies. The Exploring Co., however, were under no duty to inquire into the destination of the money, and consequently KOLCKMANN was not to be assumed to have acquired his knowledge as a director of the Exploring Co. and his knowledge was not to be imputed to that company.

Borrowing by a Company for Unauthorized Purposes.

THE ABOVE case of *Re David Payne & Co.* also disposes of the doctrine, apparently countenanced by *Davis's case* (L. R. 12 Eq. 516), that where money is borrowed by a company within its borrowing powers, but for a purpose not sanctioned by its memorandum of association, this makes the transaction invalid, and avoids the security given to the lender. In *Davis's case* the objects of a building society were stated by its rules to be to raise a fund for the purpose of enabling its members to purchase freehold land, or other real or leasehold estate, and to erect houses. The original rules contained no borrowing power, but an alteration was made giving the directors power to borrow money for the purposes of the society. The society received money from depositors, but did not apply the money in accordance with the rules. It was held by BACON, V.C., that the borrowing from the depositors was a totally unauthorized act, and that it was a transaction wholly illegal between borrower and lender. The decision was a notable example of the impossible demands which are sometimes made upon persons lending money. The society had power to borrow, but in the nature of things it was not feasible for the lenders to follow the destination of their money and to see that it was applied to the proper purposes of the society. The transaction was bad as regards the directors, but in fairness it should have been held good as regards the lenders. In this respect the decision has been corrected by the judgments of BUCKLEY, J., and of the Court of Appeal in *Re David Payne & Co.* "I take it," said ROMER, L.J., "to be clear beyond controversy at the present day that, when money is being borrowed within the limits of the power of borrowing as to amount, the person who lends the money is not bound to inquire to what purpose the borrowing company is about to apply the money so borrowed." In that case accordingly, inasmuch as the borrowing power was unrestricted and there was no notice to the lending company of the intended improper application of the money, the security given for it was valid.

A Partner as Servant to the Firm.

THERE SEEMS to be no reason nowadays why a partner in a firm cannot be, under agreement with his partners, the servant of the firm, and have against the firm all rights under the agreement which a servant would have who was not a partner. In equity certainly he would be entitled to his salary under the agreement; and since the Judicature Act there seems no reason why he should not recover such salary in an action at law. As between him and his firm, the law would probably construe such an agreement exactly as if he were a stranger to the firm. If this statement of the law is correct, then the decision of the Court of Appeal in the recent case of *Ellis v. Joseph Ellis & Co.* is a very hard one. It was a claim under the Workmen's Compensation Act, 1897, the claimant being the widow of a man killed by accident. It appears that the deceased had been a partner with two other men, and had agreed with his partners to work manually for the firm for weekly wages. While actually engaged in such manual work, he met with an accident which proved fatal to him. If he had been an ordinary servant, there seems to be no doubt at all that his widow would have been entitled to the full benefit of the Act; and the county court judge who dealt with her

claim may however the dece Act. The position this opin in the A out with but wh to his fi displa strange service. case mi Public The opinion may be 1 Q. B. by the down to by me was co reached opened The C been clerks. Libel a the le correct clerk in w libel is able s but the down public were t the m of think press would the p contain by, cl arose Engli pared the c ness, letter of a fident know His bread m that whon adef are o howe decis write to so aman read may may circu and

claim made an award in her favour. The Court of Appeal, however, has overruled the judge's decision, on the ground that the deceased was not a "workman" within the meaning of the Act. The Master of the Rolls said that it was the intention of the Act to exclude cases in which the same person occupied the position of both employer and employed. With all deference to this opinion of one of our best lawyers, we cannot see anything in the Act which bears it out. The Act certainly deals throughout with the workman and his employer as two distinct persons; but where by agreement a partner becomes in fact a workman to his firm at weekly wages, we can find nothing in the Act to displace the equitable view that he should be considered as a stranger to the firm in all matters arising out of the contract of service. With diffidence, we suggest that the appellant in this case might go further and fare better.

Publication of a Libel.

THE COURT of Session in Scotland have recently given their opinion as to what constitutes the publication of a libel. It may be remembered that in *Pullman v. Walter Hill & Co.* (1891, 1 Q. B. 524) a letter containing defamatory matter was dictated by the managing director of a company to a clerk, who took down the words in shorthand and then wrote them out in full by means of a typewriting machine. The letter thus written was copied by an office boy in a copying-press. When it reached its destination, it was in the ordinary course of business opened by a clerk of the firm, and was read by two other clerks. The Court of Appeal held that the letter must be taken to have been published both to the plaintiff's clerk and the defendants' clerks. With reference to this case Mr. OLGERS, in his work on Libel and Slander (3rd ed.), p. 174, observes: "With all respect to the learned judges, I venture to suggest a doubt as to the correctness of this decision. Dictating to a shorthand clerk words which that shorthand clerk takes down in writing is not publishing a libel to the clerk. No libel is yet in existence. Such dictation may be an actionable slander; indeed, in *Pullman v. Walter Hill & Co.* it was so, but the fact that the spoken words are intended to be written down after they are uttered does not make their utterance the publication of a libel. Then, again, after the spoken words were taken down in shorthand and copied out in typewriting, the manager signed the typewritten document and handed it to the office boy to be press copied. Is this a publication? I think the attention of the court was not called to the fact that press copying is a purely mechanical process. The office boy would not read a word of the letter, but would merely put it in the press and pass a roller over it." In the Scottish case letters containing defamatory matter were dictated to, and typewritten by, clerks in the employment of the defendants, and the question arose whether there had been a publication in the sense of the English law. Lord MACLAREN said: "I am not prepared to hold that the employment of an amanuensis in the ordinary course of business to write letters on business, amounts to a publication of a libel, should such letters be found to contain defamatory matter. The work of an amanuensis to whom letters are dictated is confidential employment, and in the general case the amanuensis knows nothing of the parties or the subject in controversy. His duties are purely mechanical, and he cannot, without a breach of confidence, make any use of the information which he may pick up in writing a letter from dictation. It may be that if the person employed to write the letter knew the party to whom the letter was addressed, and the letter conveyed to his mind a defamatory imputation, an action would lie." These observations are of course entitled to considerable weight. We cannot say, however, that they have led us to doubt the correctness of the decision of the Court of Appeal. The question is whether the writer of the letter has done something equivalent to shewing it to someone other than the person to whom it is addressed. An amanuensis or a typewriter in the ordinary course of things reads what he has written from beginning to end. He may or may not fully appreciate the sense of what he has written. He may or may not be capable of a breach of confidence. In these circumstances the law may well think it just and reasonable that the author of a letter containing defamatory matter should write and despatch it without the intervention of an agent.

Damage by Fire.

THE LAW as to the liability for damage by fire independently of negligence is illustrated by the recent case of *Crewe v. Mottershaw* (9 British Columbia Reports, 246). The head-note of this case is as follows: "A fire, started in brush and fallen lumber by the defendant for the purpose of clearing his land, spread on the plaintiff's lands adjoining. Held, in an action for damages, applying the principle of *Rylands v. Fletcher* (L. R. 1 Ex. 265, L. R. 3 H. L. 330), that the defendant maintained the fire at his own risk and was responsible for the damage caused by it." The facts of the case are stated more fully by HUNTER, C.J., who proceeds: "I find the fact to be that the fire complained of originated from fires set by the defendant, and I think he is legally responsible for the damage. I do not think that negligence is the real ground on which this action should be decided. I think *Jones v. The Festiniog Railway* (L. R. 3 Q. B. 733) and *Rylands v. Fletcher* shew that if a man brings upon his own land something which if allowed to escape or get beyond his control may injure his neighbour, he does so at his own risk and is responsible if damage ensues. Some Ontario cases were cited to shew that the defendant is not liable unless it is shewn that he did not use reasonable care to prevent the damage, but in my opinion such a rule is practically unworkable. It would mean that when a man saw his neighbour using fire in this way, he would have to sit up all night, not only to watch the fires which might be causing alarm to his household, but to keep his eye on his neighbour's movements in order to get evidence as to his negligence." We are rather surprised that, in holding that this case was governed by *Fletcher v. Rylands*, the learned judge made no allusion to the unrepealed section (86) of 14 Geo. 3, c. 78. This section, which has been held to be a general law applicable to all British subjects, enacts that "no action, suit, or process whatever shall be had, maintained, or prosecuted against any person on whose . . . estate any fire shall accidentally begin, nor shall any recompense be made by such person for any damage suffered thereby." It has, however, been settled by subsequent decisions that the exemption in the section was founded on the ancient custom of the realm that every man must safely keep his own fire so that no damage in any wise happens to his neighbour, and that it does not apply to a case where negligence is proved. For example, an action may be brought against a person by whose negligence a fire arises on his premises and damages the property of another. The case of *Filiter v. Phippard* (11 Q. B. 347) also goes to shew that the exemption does not apply where the fire is lighted intentionally and mischief happens to result from it. But for these decisions we should have thought that the law with regard to accidental fire was at the date of the Act supposed to be in accordance with that afterwards laid down in *Rylands v. Fletcher*, and that it was intended to mitigate it in favour of the landowner and to protect him from liability for fire where it was caused by accident and not by culpable negligence. The evidence in *Crewe v. Mottershaw* was probably sufficient to prove negligence, but the law as laid down by the learned judge appears to assume that the section has little or no operation. We are not disposed to think that it was intended to apply only to cases of *vis major*, such as a fire brought onto land by a stranger or kindled by a flash of lightning.

Re-issue of Debentures.

THE DECISION of KEEKICH, J., in *Re W. Tasker & Sons (Limited)* (ants, p. 165), following, and possibly extending, that of BUCKLEY, J., in *Re George Routledge & Sons* (53 W. R. 44), shews that special precautions should be taken by persons accepting debentures from companies to ascertain that the debentures have not previously been dealt with by the company. In *Re George Routledge & Sons* the company bought up certain of its own debentures, took a transfer to itself, and subsequently re-issued them for value to fresh holders. It was held by BUCKLEY, J., that after the purchase by the company there was an end of the debt due under the debentures, and that consequently there was an end of the security as well. Hence the new holders of the debentures were holders of a nonentity. In *Re W. Tasker & Sons* the circumstances were similar, save that the company did not take an

actual transfer of the debentures to itself. It paid the money due on them and took a blank transfer. Subsequently they were issued again for value and the transfers were filled up with the names of the new holders. Technically there was not quite so strong a case of merger as in *Re George Routledge & Sons*, but in principle the effect was the same. The company satisfied the debt which the debentures, as originally created, represented. Hence they had discharged their office, and the other debenture-holders of the same series were entitled to exclude them from ranking *pari passu*. KEKEWICH, J., was careful to limit his decision to the case where the company pays off the debentures and then at a later date again borrows on them. If debentures are deposited to secure a temporary loan, which is paid off out of the proceeds of the debenture when finally issued, this, it seems, can be arranged, the company being simply an intermediary between the old and the new holders. At the same time, the above cases suggest that even such a transaction might not be unattended with risk, and they appear to place unnecessary obstacles in the way of a company dealing with its debentures. Apart from technical considerations, the debentures might very well remain as an available security for the company until paid off in the ordinary course in accordance with their tenor.

The Solicitor's Case at the Old Bailey.

A CASE tried this week at the Old Bailey, in which a solicitor was convicted of obtaining money from a board of guardians by false pretences, was remarkable in many respects, and rather painful reading for members of both branches of the profession. In this place, however, we only wish to direct attention to one matter suggested by the evidence in this case—that is, the undesirability of practising barrister acting as the servant of a public body. Of course, there can be no kind of objection to the servant of a public body being a barrister—i.e., holding the degree of barrister-at-law. But it is decidedly objectionable that he should hold such office and at the same time practise as a barrister. The General Council of the Bar has from time to time expressed strong opinions to this effect. The council has decided that the office of vestry clerk is inconsistent with practice at the bar; that it is "not desirable" that a registrar of births, deaths, and marriages or a public analyst should practise, and that no town clerk, clerk to guardians, or clerk to any similar public body ought to be a practising barrister. They have also declared that a barrister is justified in refusing to hold a brief with any barrister who acts contrary to these declarations of professional conduct. In one case the benchers of his inn considered the case of a town clerk acting as counsel for his own municipal body, and decided that such action was professionally improper. In the recent case, the judge who tried the case pointed out very strongly how unadvisable it is for practising barristers to hold situations incompatible with that freedom of action which it is essential for a barrister to have.

Injuries by Falls of Signs.

AT AN inquest recently held respecting the death of a woman in Derby, it appeared that the main stay of a sign-board measuring ten feet by five feet had rotted, and the sign was only controlled by two wire guards. A gale of wind having sprung up, the sign-board swayed in such a manner as to act as a lever on the adjacent wall, so that a piece of the stone coping was loosened and dislodged, and in its fall struck and killed the deceased. The case of *Terry v. Ashton* (1 Q. B. D. 314) is an authority to shew that if a person maintains a lamp projecting over the highway for his own purposes, it is his duty to maintain it so as not to be dangerous to passengers, and if it causes injury owing to want of repair, it is no answer on his part that he had employed a competent person to repair it. The facts of the case in Derby were rather different, but, assuming that there was a cause of action against the owner of the sign-board, it would have been much more satisfactory if the law had made some attempt to guard against the occurrence of such an accident. But it was stated by the urban inspector of buildings that the bye-laws contained no regulations as to sign-boards, and the jury in their verdict expressed their regret at this omission and their hope that a similar case would not occur again. We observe that the London Building Acts authorize the county council to make bye-laws for the regulation of lamps, signs, or other structures over-

hanging the public way (not being within the City) and although accidents like that which we have described are happily rare, we think that the inhabitants of every large town may reasonably expect that the local authorities should take steps to protect them from the negligence or apathy of the occupiers of the premises to which these sign-boards are attached.

Publication of Dishonour of Bill.

AN ACTION tried a few days ago, in which £150 damages were recovered against the London and South-Western Bank for the accidental dishonour of a cheque, may lead us to think that a practice which is said to prevail in the leading Japanese cities would be attended with much inconvenience in this country. It is said that in those cities whenever a cheque, bill of exchange, or promissory note is dishonoured, notice of the dishonour is inserted in the public gazette. The effect of this usage is said to be that it is seldom necessary to take the further step of protesting these bills. It seems to us, however, that the publication of the dishonour of a bill would be an engine of extortion in the hands of an unscrupulous claimant. In the present state of the English law, by which the holder of a bill of exchange has a summary remedy under order 14, a register of judgments so arranged that it could easily be searched would probably give men engaged in business all the protection which they can reasonably require.

A French "Red Sitting."

THE COURT of Assizes at Paris began what is called "A Red Sitting" for the trial of criminals on Monday last. The list, in addition to a number of cases of housebreaking and false coining, contains three charges of murder, five of homicide, and four of attempted homicide. The sitting usually lasts over a fortnight, and it may be anticipated that the sentences upon the criminals will be much lighter than those to which we are accustomed in this country.

The Danger to Order 14 Removed.

IT is with considerable satisfaction that we are enabled to chronicle the fact that the Court of Appeal, by its decision in *Fraser v. Fraser* (reported elsewhere), has saved references of actions to a master under ord. 14, r. 7, from the danger to which they were exposed by the judgment of the Divisional Court in *Fraser v. Fraser* (No. 2) (53 W. R. 47; 1904, 2 K. B. 245).

When the Divisional Court in the last mentioned case decided that a reference of an action by consent to a master under ord. 14, r. 7, was analogous to, and in effect a continuation of, the old common law reference of an action to an arbitrator by order on consent and submission, and that therefore no appeal lay from the arbitrator's decision, we felt that a mistake had been made which would probably be fraught with consequences injurious to one of the best of all the recent developments of procedure in the High Court. Had the apparent analogy which the Divisional Court saw been a real one, the question would have been one for the Rule Committee. But it is, we think, impossible to read the criticism to which we felt bound at the time to subject the decision of the Divisional Court (see 48 SOLICITORS' JOURNAL, pp. 430, 454, 471) without coming to the conclusion that the supposed analogy had no tangible foundation, and that had it been subjected to a more searching examination at the hearing, the Divisional Court would probably have come to a different conclusion.

As we pointed out on that occasion (vol. 48, p. 454), the old common law reference of an action to arbitration by order resembled the reference to a master under ord. 14, r. 7, only in the fact that the consent of all parties was necessary and that an order had to be made. There the resemblance ended, and the difference in the forms of order used to give effect to the consent of parties in the two cases is so fundamental that all analogy between the two kinds of reference is at once destroyed. The common law order of reference contained a submission by the parties "of all matters in difference in the cause to the award, order, arbitration, final end and determination of —." From such a reference it is clear there could be no appeal. The form

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of order on reference to a master is a mere reference of the action "to the certificate of a master with all the powers of certifying and amending of a judge of the High Court." These words are consistent with a reference for trial. The master's certificate gives the result of the trial and direction for judgment, precisely as an associate's certificate gives the result of trial in court. But there is nothing in these words of reference consistent with a submission to final arbitration.

As to the one point of similarity between the two kinds of reference—namely, the consent of parties, VAUGHAN WILLIAMS, L.J., pointed out, as we have previously shewn (vol. 48, p. 454), that a consent to refer an action does not in itself involve any relinquishment of the right of appeal against the decision given. Section 14 of the Arbitration Act enables parties to consent to the trial of an action before a special referee or arbitrator agreed upon by the parties, or before an official referee, or officer of the court. There is no dispute as to the right of appeal in cases so referred, and therefore it is obvious that the mere consent of parties to refer an action cannot be construed as a submission to a final arbitration, in the absence of definite terms to that effect in the order of reference.

Lord Justice VAUGHAN WILLIAMS, in his judgment, has incidentally cleared up one minor question on which some doubt has existed. The words "officer of the court" in section 14 of the Arbitration Act, 1889, have never been definitely interpreted as meaning a master. At the time the Act was passed some doubt was entertained on the point, though it was supposed that the term "officer of the court" was inserted for the very purpose of allowing the masters to take references of actions, as they had done prior to the Act. Now VAUGHAN WILLIAMS, L.J., has stated that the term "officer of the court" includes a master.

The importance of this second decision of the Court of Appeal in *Fraser v. Fraser* will be fully appreciated by solicitors, and, we have no doubt whatever, will be welcomed by the masters who take these references. Solicitors will be able to consent to refer to a master under order 14 with complete freedom, feeling secure from all risks of depriving their clients of any rights which they would have had if the action had been tried in court, and feeling certain also that they are agreeing to the most inexpensive and speedy method of trial of an action which at present exists in our courts.

The satisfactory and expeditious manner in which the masters dispose of these references for trial has made them extremely popular, and the number of cases so tried and disposed of has steadily increased since the rule was amended in 1902. The fact that the right of appeal from the master's decision is now clearly established does not create the least probability of an increase in the number of appeals. These references were established in 1902, and though no one doubted that there was a right of appeal from a master, as from an official referee, until April, 1904, when the decision to the contrary by the Divisional Court was given, there was no attempt to appeal from any of the hundreds of actions so tried and determined. The masters will, no doubt, welcome the restoration of the right of appeal from their decisions, because it places these trials before them on their proper footing, and, moreover, in the trial of actions before any sole judicial officer, whether judge, referee, or master, there may always be a few cases out of a great number in which some doubtful point of law arises, which the judge, or referee, or master, feels ought not to be finally determined by him, in the absence of a right in the parties to have the point fully argued before, and determined by, the collective wisdom of a higher tribunal.

We will conclude by giving shortly a reference to the several judgments in this case of *Fraser v. Fraser*.

In *Fraser v. Fraser* (No. 1) (52 W. R. 147; 1904, 1 K. B. 56) the Court of Appeal decided that there was no appeal to the Court of Appeal from the decision of a master on a reference under ord. 14, r. 7.

In *Fraser v. Fraser* (No. 2) (53 W. R. 47; 1904, 2 K. B. 245) the Divisional Court decided that there was no appeal at all from a master's decision on such a reference.

In *Fraser v. Fraser* (No. 3) (reported elsewhere) the Court of Appeal has decided that a right of appeal exists from a master's decision on such a reference, and that such an appeal lies to the Divisional Court.

The Effect of Time in Barring Claims in Equity.

II.

FROM the cases already referred to it appears that lapse of time is a bar to equitable claims, though the exact period which will have this effect is indeterminate, and the exact ground upon which the rule is based is not altogether clear. The safest way of arriving at certainty is to examine shortly what has been actually done by courts of equity in the various classes of cases which usually arise, and the reasons which have been assigned.

We may commence with cases in which *estuis que trust* have come after a number of years to set aside a purchase by the trustee, and here it has not unnaturally been held that the lapse of time is evidence that the *estuis que trust* has confirmed the purchase, or, in other words, has waived his right to have it set aside. In *Price v. Byrn*, cited in *Campbell v. Walker* (1800, 5 Ves., p. 681) ARDEN, M.R., held that twenty years was a bar to setting such a sale aside. In *Morse v. Royal* (1806, 12 Ves. 355) the period was about the same, but there were strong indications of confirmation apart from the mere lapse of time. Five years after the sale it had been questioned on the ground of undervalue, and a further sum of money had been offered by the trustee and accepted by the *estuis que trust*. In *Gregory v. Gregory* (1815, Coop. 201) eighteen years was held by GRANT, M.R., to be a waiver. "Can it be said," he observed, "that there is no distance of time at which circumstances originally entitling a party to relief may be considered as waived or abandoned? Certainly there may. It is only a rule of equity that a trustee shall not purchase. In all the cases in which length of time has not been allowed to operate against the title to relief it has been shewn that there has been a continuance of the circumstances under which the transaction first took place, as of the distress of the parties, or of the improper influence used, or of some other circumstance." The decision was affirmed by Lord ELDON, C. (1821, Jac. 631). In *Roberts v. Tunstall* (1845, 4 Hare 257, p. 266) WIGRAM, V.C., stated the principle of the decisions to be that the injured party has waived his right to relief, and he refused to set aside a sale after nearly eighteen years. He held, moreover, that mere poverty was no excuse for delay. "It is contrary," he said, "to all experience to suppose that because a party is poor he is therefore unable to obtain professional advice." In *Baker v. Read* (1854, 18 Beav. 398) the lapse of seventeen years without excuse or explanation was a bar. The rules of the court, said ROMILLY, M.R., require promptness and dispatch in applying to the court for relief.

The case of an improper sale by an executor stands upon a similar footing to that of a sale to himself, and can be set aside, though not after a great lapse of time. In *Binney v. Ridgard* (1784, 1 Cox 145) the sale was in 1752, the youngest of the children interested came of age in 1764, and the bill was filed in 1782. KENYON, M.R., held time to be a bar, partly upon the ground that the many persons through whose hands the property had passed had relied upon the undisturbed possession, and had laid out considerable sums of money in the improvement of it upon that idea.

The question of the effect of delay has frequently arisen in cases where it has been sought to set aside a conveyance of property made under undue influence, and here it seems obvious that the conveying party is not prejudiced by the delay so long as the circumstances which originally invalidated the conveyance continue. In *Hatch v. Hatch* (1804, 9 Ves. 292) a conveyance of an advowson was in 1780 made by a ward to her guardian with whom she was living. She left him upon her marriage in 1784 and a bill to set aside the conveyance was filed after the death of the guardian in 1800. The conveyance was set aside, notwithstanding the lapse of time, partly on the ground that from 1780 to 1784 the original relationship existed, while for the rest of the time the lady was under coverture, and partly on the ground of the nature of the property. Had it been an income-producing property the effect of time would have been greater. But even so, the case has been regarded as extreme. In *Wright v. Vanderplank* (1856, 8 D. M.

& G. 133) the court declined to set aside a gift from a daughter to her father after the lapse of ten years, although here again she was under coverture most of the time. The lapse of time, taken with other circumstances of confirmation, shewed "a fixed, deliberate, and unbiased determination that the transaction should not be impeached": per TURNER, L.J., p. 147. In *Turner v. Collins* (1871, 7 Ch. 329) a gift of a reversion had been made in 1855 by a son to his father which, it would seem, was originally voidable. The son, who was then of age, became fully aware of his right seven years later, but did not file the bill till 1869. It was held that this was too late. Referring to *Wright v. Vanderplank*, Lord HATHERLEY, C., said that, so soon as the influence has ceased, "the court expects to find steps immediately taken in order that the persons affected may know what line of conduct they are to adopt with regard to the transaction which is, or may be, subject to be impugned.

In the case of *Allcard v. Skinner* (1887, 36 Ch. D. 145), where gifts had been made in 1874 to a sisterhood by a lady who left the society in 1879, the writ was issued in 1887. Here, as in most of the cases, the result depended largely upon acts of confirmation, and the majority of the Court of Appeal (LINDLEY, and BOWEN, L.J.J.) held that the claim was too late. LINDLEY, L.J., observed that the action was similar to an action for money had and received, and he suggested that six years was a bar by analogy to the Statute of Limitations; but he held that there had been conduct amounting to confirmation of the gift. BOWEN, L.J., while not thinking the delay an absolute bar, held that the delay after 1879, when the influence had ceased, amounted to a confirmation of the gift, and he suggested that a donor who did not apply for relief promptly, but left the donee "to think and to act upon the belief that the gift is to lie where it has been laid," was estopped by conduct. COTTON, L.J., ascribed less effect to the delay after 1879, and would have allowed the plaintiff to reclaim so much of the property as still remained in the hands of the head of the sisterhood. Reference should also be made to the careful examination of the question in the judgment of KEKEWICH, J., which was under appeal and was affirmed. The general result of the case appears to be that time is no bar to relief so long as the influence continues, or so long as the plaintiff remains innocently ignorant of his rights. But when the influence or the ignorance is at an end, a comparatively short time will be held to prove confirmation of the gift; though the analogy to the six years' bar in an action for money had and received seems to be fallacious. The two actions are not *in pari materia*, so that courts of equity ought to apply the statutory limit by way of analogy.

In cases where a solicitor has purchased from his client, although the transaction may be voidable at the time, yet a delay of eighteen years has been held to be a bar to relief: *Champion v. Rigby* (1830, 1 R. & M. 539). On the other hand, in *Gresley v. Mousley* (1858, 1 Giff. 451) the same length of time was no bar, since knowledge of the circumstances was not brought home to the parties interested. Mere length of time, it was held by STUART, V.C., was not a bar to the right to sue, unless it were length of time accompanied with circumstances which led to the inference of a knowledge of the rights and acquiescence in the transaction.

Where an action is brought to set aside the sale of a reversion on the ground of undervalue, and there are no circumstances of fraud or circumvention, a delay of twelve years has been held to be a bar (*Moth v. Atwood*, 1801, 5 Ves. 845); and in *Sibbering v. Earl of Balcarres* (1850, 3 DeG. & Sm. 735), KNIGHT-BRUCE, V.C., declined to extend to such a case the twenty years' bar of the statute by way of analogy, and held that the lapse of sixteen years furnished a presumption in favour of the transaction. "It is the duty of the court," he said, "to act upon that presumption which a court of justice most properly entertains against stale demands, and which can never be more properly applied than in a case like the present, when the burden of proof upon a most material point in controversy"—namely, the adequacy of the sum paid—"is thrown upon the defendant."

Peculiar to equity also is the principle that a creditor whose claim against an estate has become valueless by the distribution of the assets may follow them into the hands of the legatees and call upon the legatees to refund. In *Ridgway v. Newstead* (1861, 3 D. F. & J. 474) CAMPBELL, L.C., declined to allow

that mere lapse of time would be a bar to such a claim, and held that it must prevail unless there were other circumstances which made it inequitable for the court to interfere. He pointed out that lapse of time which will bar an equitable claim must be such as has varied the rights and liabilities of others. In the case before him the creditors, who were mortgagees of the real estate, had acquiesced in the distribution of the personal estate, and had for some sixteen years allowed the legatees to suppose that they were contented with their security. At the end of this time they had lost their equitable right to compel him to refund. The circumstances were similar in *Blake v. Gale* (1885, 31 Ch. D. 196), where the interval between the death of the testator in 1859 and the claim to refund in 1882 exceeded twenty years, though BACON, V.C., seems to have regarded the mere lapse of time as a bar to the claim, apart from any question of acquiescence. It was a stale demand which the court refused to entertain. It may be noticed that if a fund remains in court time does not run against the right of a creditor to come in and prove: *Harrison v. Kirk* (1904, A. C. 1).

The result of the above examination appears to be that time does not in general operate in equity as a direct bar in itself, though it frequently has the same effect indirectly by raising a case of waiver or confirmation or acquiescence or estoppel. But the matter is not exhausted without referring also to the cases—such as specific performance and rescission of contracts—in which it is of the essence of the plaintiff's right to relief that he should come promptly, so that a very short time will exclude him; and to the important distinction as to claims to executorial and to executed interests established by *Clarke v. Hart* (1856, 6 H. L. C. 633).

(To be continued.)

Reviews.

Contracts.

A TREATISE ON THE LAW OF CONTRACTS. By JOSEPH CHITTY, jun., Esq. FOURTEENTH EDITION. By J. M. LELY, Esq., M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

This leading text-book on the law of contracts, which has now reached its fourteenth edition, is almost too well known and too firmly established to be affected by criticism, favourable or unfavourable. The work is one of the few text-books which is regarded to a great extent as an authority in itself; and it may be safely said that any statement of the law expressed in it, which has stood undisturbed during its seventy years of popularity, will not be lightly disregarded even by the most volatile and self-confident of our judges of first instance. Eight years have elapsed since the last edition was published, during which a large number of important cases have been decided. One of the most interesting of these recent cases is *Krell v. Henry* (1903, 2 K. B. 740), the Coronation procession case. In that case the Court of Appeal held that where a contract is based upon the assumption by both parties that some future event will take place, which event is the foundation of the contract, then, although the agreement is silent as to the event, if it is ascertained before the time fixed for the event that the event cannot happen, the parties are free from any obligation under the agreement. As might be expected from the well-earned reputation of the editor, all these additional cases, and all fresh statutes, are treated with accuracy and ability. This edition will, we have no doubt, fully keep up the reputation of the book, which will probably continue to be one of the first books to which the lawyer turns when in difficulty as to some point in the law of contract.

Summary Convictions.

PALEY'S LAW AND PRACTICE OF SUMMARY CONVICTIONS UNDER THE SUMMARY JURISDICTION ACTS, 1848-1899, INCLUDING PROCEEDINGS PRELIMINARY AND SUBSEQUENT TO CONVICTIONS, AND THE RESPONSIBILITY OF CONVICTING MAGISTRATES AND THEIR OFFICERS. WITH THE SUMMARY JURISDICTION RULES, 1886, AND FORMS. EIGHTH EDITION. By WALTER H. MACNAMARA, a Master of the Supreme Court, and RALPH NEVILLE, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited); Butterworth & Co.

This book is now within a few years of being a century old. During all that time it has had a deservedly high reputation, and has for many years been considered a leading authority on the many

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difficult and extremely technical matters relating to summary convictions. Just twelve years have passed since the last edition made its appearance; and this edition only differs from its predecessors in the incorporation of decisions given, and statutes passed, during these years. Those accustomed to use the book will no doubt be pleased that the admirable arrangement of the work has not been in any way changed. There has been no legislation affecting the subject-matter of the book since 1899, but there have been a number of decisions of the High Court, and all those reported up to the autumn of last year seem to be duly noticed. The long-standing reputation of the work cannot be injured by this new edition.

Arbitrations.

ARBITRATIONS: A TEXT-BOOK FOR ARBITRATORS, UMPIRES, AND ALL CONNECTED WITH ARBITRATIONS, MORE ESPECIALLY ARCHITECTS, ENGINEERS, AND SURVEYORS. IN TABULATED FORM, WITH THE CHIEF CASES GOVERNING THE SAME, AND AN APPENDIX OF FORMS, STATUTES, RULES, &c. By the late Professor BANISTER FLETCHER. THIRD EDITION, REVISED AND LARGELY REWRITTEN. By BANISTER F. FLETCHER, F.R.I.B.A., F.S.I., and H. PHILLIPS FLETCHER, F.R.I.B.A., F.S.I., Barrister-at-Law. B. T. Batsford.

This is a useful work on the practical conduct of arbitrations. To a very large extent the proceedings now depend on the Arbitration Act, 1889, and the first chapter indicates the scope of that statute and the modes in which arbitration may arise. Upon the important question, who should be appointed as arbitrators, the authors admit the advantage in point of familiarity with the conduct of inquiries which the appointment of a barrister involves, but urge that preponderance should be given, in matters requiring special knowledge, to experts in the particular subject. The subsequent admission, however, that a lay arbitrator is often an uncertain judge, one day willing to admit anything, and the next day, perhaps, disposed to admit only "strictly legal, almost *extra-legal* proof," seems to indicate in which direction it is in general safer to make a choice. Throughout the book the authorities have been carefully collected, and arbitrators will find in it useful directions as to their own duties and generally as to the conduct of the arbitration. Each chapter has appended to it a short tabular statement of the practical effect of its contents, and the Appendices contain a variety of forms, including forms of awards, and also the text of the Act of 1889.

Workmen's Compensation Cases.

WORKMEN'S COMPENSATION CASES: BEING REPORTS OF CASES DECIDED UNDER THE WORKMEN'S COMPENSATION ACTS. VOL. VI. Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

This is the sixth volume of the series of cases decided under the Workmen's Compensation Acts edited by Mr. Minton-Senhouse. The cases number forty-four, of which eleven are decisions of county court judges. The majority are reports of decisions of the Court of Appeal from October, 1903, to August, 1904. Most of them have already appeared in one or more of the regular series of law reports; but many practitioners will find this collection of cases, bearing on this subject alone, very convenient. The county court cases reported are, as a rule, upon some point which has not been directly dealt with by the Supreme Court; and though of no authority, they are likely to be useful when a similar point arises.

Books Received.

The Law of Licensing in England: Intoxicating Liquors, Theatres and Music Halls, including the Payment of Compensation for Liquor Licences, and all the Provisions of the Licensing Act, 1904, with a full Appendix of Statutes, Rules and Forms. Third Edition. By JOHN BRUCE WILLIAMSON, Esq., Barrister-at-Law. William Clowes & Sons (Limited).

A Treatise on the Laws of the Stock Exchange. By WALTER S. SCHWABE and G. A. H. BRANSON, Barristers-at-Law. Stevens & Sons (Limited).

Barrister-at-Law: An Essay on the Legal Position of Counsel in England. By JAMES ROBERT VERNAM MARCHANT, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

The Licensing Act, 1904, with Rules, Critically Examined and Explained. By CHARLES L. ROTHERA, B.A. (Lond.), Solicitor, and Secretary of the Licensing Laws Information Bureau. Jordan & Sons (Limited).

A Practical Guide to the Licensing Act, 1904, and the Rules Made by the Home Secretary under the Act, together with the Act, Rules and Forms, and Parliamentary Returns. By EDWARD W. BEAL, M.A., Clerk to the Justices of the Tower Division of the County of London, &c. Waterlow & Sons (Limited).

Points to be Noted.

Company Law.

Debentures—Joint Issue by Several Companies—Ultra Vires.—The practice of issuing debentures by two or more companies to secure a loan to them jointly, is, we understand, not uncommon. No doubt it is a dangerous practice, but obviously not so hopelessly illegal as the late Mr. Justice Byrne seems to have thought it. Three companies, closely allied in business, and governed by the same persons as directors, each having power to borrow on security of mortgage debentures, borrowed £25,000 on debentures charging the undertakings and assets of all three companies, and jointly and severally covenanted to repay the borrowed moneys. Part of the borrowed moneys reached the coffers of each company. Byrne, J., held that the whole transaction was *ultra vires*, and that all the debenture-holders were unsecured. The Court of Appeal assumed, if it did not decide, that the particular transaction was *ultra vires* so far as it purported to be a charge by any of the companies on its assets to secure money lent to either of the other companies; but held that the money which came into the coffers of any of the companies was charged on that particular company's assets. Another point decided by the Court of Appeal is likely to crop up again. In the case of one of the companies, the directors, by the articles of association, were empowered to borrow any sum not exceeding the amount of the preference share capital. No preference shares were issued, but it was held that the clause did not limit the amount which could be borrowed.—*RE JOHNSTON FOREIGN PATENTS Co.* (1904 2 Ch. 234) (C.A., June 21, 1904).

Debentures—Ultra Vires—One Person Director of Borrowing and Lending Company.—It is surprising that any one should have doubted the soundness of the proposition that the application of moneys, borrowed to an extent not exceeding the limit imposed by a company's borrowing powers, for purposes not authorized by its memorandum of association, does not make the transaction invalid or nullify the lender's security if he had no knowledge that the money was to be improperly applied. The Court of Appeal has now said that if *Davis's case* (L. R. 12 Eq. 516) really lays down that under such circumstances the security is a nullity, that case must be overruled. In the case before the Court of Appeal one company had lent to another company, and a director of the lending company, who was also interested in the borrowing company, knowing that the latter intended to borrow money and apply it to purposes outside the scope of its business, induced his own company to lend the money. His co-directors did not know how the money was to be applied by the borrowing company. The Court of Appeal held that the director's knowledge could not be imputed to his company.—*RE DAVID PAYNE & Co.* (1904, 2 Ch. 608) (C.A., June 18, 1904).

[This decision is more fully discussed elsewhere.]

Cases of the Week.

Court of Appeal.

FRASER v. FRASER. No. 2. 12th and 13th Jan.

PRACTICE—ACTION REFERRED TO MASTER—RIGHT OF APPEAL FROM MASTER
—ORD. 14, r. 7.

Appeal from a judgment of the Divisional Court (reported 53 W. R. 47; 1904, 2 K. B. 245), deciding that where an action has by consent been ordered, under ord. 14, r. 7, to be referred to a master for decision, there is no appeal from his decision. An appeal from the master's judgment had been brought, in the first instance, direct to the Court of Appeal (reported 52 W. R. 147; 1904, 1 K. B. 56), but Collins, M.R., and Mathew and Cozens-Hardy, L.J.J., then held that there was no appeal to that court, leaving open, however, the question whether there was any appeal to a Divisional Court. The appeal from the master was then taken to the Divisional Court, which gave the judgment now appealed from. Ord. 14, r. 7, is as follows: "Upon the hearing of the application, with the consent of the parties, an order may be made referring the action to a master, or the action may be finally disposed of without appeal in a summary manner."

The COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—The question depends on the construction of ord. 14, r. 7, and particularly on the words "referring the action to a master." The Divisional Court have held that these words mean "referring the action to a master as arbitrator," and that therefore there is no appeal. I agree that *prima facie* the words have that meaning, though it is to be observed that the appeal here is from a judgment, but I am not sure I quite understand the reasoning upon which the conclusion is based that, therefore, there is no appeal. It seems to me that, having regard to the terms of sections 14 and 15 of the Arbitration Act, 1889, there are some cases of references under an order of court made by consent which fall within the operation of section 15, and in which, according to my view, there is plainly a right of review. I think, therefore, that the judgment

of the Divisional Court must mean that the order of reference made under rule 7 of order 14 is an order of reference made by consent by a judge's order, in the sense in which such orders were made independently of the Common Law Procedure Acts and the Judicature Act. It is common knowledge that quite independently of any such Act orders of reference by consent were made by order of *Nisi Prius*, or by rule of court, or by judge's order, but that such orders could only be made where an action was pending, and could only be made by consent. Such orders were in fact submissions to arbitration embodied by consent in orders of the court. The Divisional Court have, I understand, based their decision upon the ground that, according to the true construction of rule 7 of order 14, the reference to arbitration referred to in that rule is a reference of this character. I hesitate to come to this conclusion. It is plain that not every reference consequent upon an order made by consent is a reference of this character—is a common law reference by consent by virtue of a submission embodied in an order—for it is plain that section 14 (a) of the Arbitration Act, 1889, covers orders of reference made by consent, and it is also plain from the latter part of that section that it covers orders, by consent, of reference to an official referee or officer of the court, and "officer" includes, in my opinion, a master of the court. Moreover, the case of *Gower v. Tibbitt* (39 W. R. 193), a decision of the Court of Appeal, shews that the decision of an official referee, and, I think, of a master of the court, on a reference under an order made pursuant to section 14 of the Arbitration Act, 1889, may be reviewed by a motion for a new trial made to a Divisional Court, and in my opinion this decision of the Court of Appeal covers equally the case of a decision under a reference of an action to a master, and the decision in *Wynne-Finch v. Chaytor* (52 W. R. 24; 1903, 2 Ch. 475) seems to me to involve the same conclusion. Now if the view which I have expressed is right, why should the court construe the words of rule 7 of order 14 as if the reference therein referred to was a reference to a common law arbitrator embodied in an order made under the general power of the court, embodying a submission to arbitration, rather than construe it as authorizing an order referring the whole cause to be tried by an officer of the court? Why, in other words, should we treat the rule as authorizing an order embodying a submission rather than as an order providing a mode of trial? If we treat rule 7 as authorizing a mode of trial, then it is plain that rules 6 and 6a of order 40 apply, and that a motion to set aside the judgment will lie. This is the conclusion at which I have arrived, and, with unfeigned deference to the opinions of the judges of the King's Bench Division, I think I ought to give effect to my opinion and hold that the decision of the Divisional Court was wrong. I may add that I think the omission of the words "without appeal" in the first limb of the rule goes to confirm my view.

ROMER and STIRLING, L.J.J., concurred.—COUNSEL, Hume Williams, K.C., and McCarthy; W. Frampton; Trevor Lloyd. SOLICITORS, Neville Fisher & Co.; R. Barnes; Gerald & Arthur Marshall.

[Reported by R. Hill, Esq., Barrister-at-Law.]

High Court of Justice—King's Bench Division.

BIGLIN (Respondent) v. CLARK (Appellant). Div. Court. 11th Jan.

ARBITRATION—ARBITRATORS AS ADVOCATES—ARBITRATION ACT.

This was a motion to set aside the award of an umpire under a submission to arbitration, on the grounds that the arbitrator nominated by the respondent misconducted himself by acting as advocate for his nominator, and further that the umpire delivered his award prior to the date limited under the terms of the submission, without a written notice from the arbitrators. The case is reported on the question of the advocacy of arbitrators and of rule 4 of the first schedule of the Arbitration Act, 1889. The facts briefly were as follows: By the terms of the submission it was agreed between the parties that each should appoint his own arbitrator, who in the event of disagreement should appoint an umpire. The award should be given not later than the 1st of July, 1904, whether by the two arbitrators or the umpire. It was admitted that an umpire was appointed on the 15th of April, that at meetings of the arbitrators and the umpire on the 22nd and 29th of April the arbitrators advanced the interests of their respective parties, that on the 2nd of June the arbitrators requested the umpire verbally to make his award, as they themselves would be unable to agree, which award was duly delivered on the 10th of June. Counsel for the appellant Clark contended that arbitrators are essentially judges and cannot act as advocates; this had been decided by a long list of cases, of which *Maule v. Maule* (4 Dow's H.L. 363; vol. 3 Eng. Reps., p. 1194) was an example. Moreover, this award was delivered before the expiry of the time limit under the submission, against rule 4 of the first schedule of the Arbitration Act, 1889, as the formal written notice required by the Act was not given. Counsel for the respondent urged that the cases referred to only applied where the arbitrators joined in the award itself, which was not so here. The award was the award of the umpire. The Act only says that the umpire may proceed, it does not say he shall not proceed without the written notice, if the arbitrators have requested him to do so. Moreover, under the terms of that particular agreement the rule did not apply, for the parties have contemplated two tribunals—one the two arbitrators, the other the umpire. One or the other must deliver an award before the 1st of July, hence it has been expressly contemplated that the umpire should deliver his award if the arbitrators did not.

Lord ALVERSTONE, C.J., in the course of his judgment, said: If people are acting as arbitrators and effect has been given to their proceedings as arbitrators, I do not think we can be too strict in seeing that they do comport themselves as arbitrators. But when persons have known what has been going on and have not protested, either by themselves or their repre-

sentatives, against making an award, I think we ought to be slow to set it aside unless we think that what has happened is contrary to law. If it had appeared in this case that the umpire had put before him as evidence statements of fact which came only from a partial arbitrator, I think there would have been reason to set aside the award, but the motion is not framed on that ground. The position we have is this, that from the 29th of April the parties saw they were not likely to agree. The evidence was taken before the three judges, and two of the gentlemen were urging the views of the persons who had nominated them. It was evident that the umpire would have to make the award. On the face of the agreement itself there is a good deal of evidence to shew that these arbitrators were appointed as representing their parties. When we consider the conduct of the arbitrator of the appellant, that he knew the umpire was going to give his decision, I do not think it is a case in which we ought to interfere after he has stood by and allowed the umpire to deliver his award. Counsel has raised the point that under rule 4 of the first schedule to the Arbitration Act, 1889, the umpire had no authority to act without a written notice from the arbitrators to the effect that they could not agree. I give no opinion whether in a case where the schedule applied it would be necessary to have formal written notice. But in this case the agreement contemplates the award of the arbitrators or the umpire being made by the 1st of July, or in other words it contemplates two sets of judges. It follows from that that at some time or other the agreement contemplates that the umpire will have to act before the 1st of July if it becomes evident that the arbitrators cannot agree. This motion must be dismissed with costs.

KENNEDY and RIDLEY, J.J., concurred.—COUNSEL, Shearman, K.C., and Schwabe; Scott Fox, K.C., and Frank Mellor.

[Reported by MAURICE N. DRUGQUE, Esq., Barrister-at-Law.]

VILLIERS (Respondent) v. SKELTON AND OTHERS (Appellants).

Div. Court. 13th Jan.

DISTRESS—PAROL EVIDENCE—RECTIFICATION—PROCEDURE.

This was an appeal against the verdict of a jury in an action for illegal and excessive distress, on the grounds of want of evidence and wrongful admission of parol evidence for the purpose of construing a written agreement. By an agreement dated the 25th of July, 1903, the appellants, mortgagees in possession, let certain premises on a yearly tenancy to the respondent. The rent reserved in the reddendum clause was £36 10s. payable quarterly, but the power to re-enter was to arise upon the non-payment of the quarter's rent—£6 12s. 6d. The appellant restrained for rent on the basis of £36 10s. per annum or £9 2s. 6d. per quarter, which was paid under protest, and the respondent subsequently brought an action for excessive and illegal distress. At the trial the county court judge admitted parol evidence to explain the discrepancy between the rent reserved, £36 10s., and the amount referred to in the re-entry clause, £26 10s., and the jury, having found that the rent reserved should have been £26 10s., awarded the sum of £20 to the plaintiff, the respondent in the present appeal.

THE COURT (Lord ALVERSTONE, C.J., and KENNEDY and RIDLEY, J.J.) allowed the appeal.

Lord ALVERSTONE, C.J., in his judgment said: This judgment cannot be supported as it stands. The moment the case was opened Mr. Clay submitted that the construction of the agreement was entirely for the judge and upon the agreement as unrectified the distress was lawful. No application was made by way of amendment to rectify; the case proceeded on the basis of the agreement as it stood, and for some reason which I am unable to understand, evidence was admitted of a conversation contradicting the written document, and of the rateable value of the house—nothing to do with the rent, and just the topics which ought not to be introduced before a jury; in addition, evidence was admitted of the rental of the adjoining houses. Unless formal application was made to rectify we cannot treat this as a case in which the verdict of the jury can be allowed to stand. It seems to me the evidence was inadmissible. Here is an agreement which in terms recites a rental of £36 10s. written in letters. There is a clause for re-entry, but upon the non-payment of £6 12s. 6d. per quarter, which was not a quarter of the rent reserved. As far as documents go we have no evidence that the rent was not £36 10s. It seems to me a re-entry clause if inconsistent does not in any way affect the clause setting out the rent reserved in respect of which the distress was levied. The defendants did not rely upon the power to re-enter, but upon the acknowledged right of distress. I think the evidence was inadmissible. There was no evidence to shew the distress was illegal, and there must be a judgment for the defendants with costs.

KENNEDY and RIDLEY, J.J., concurred.—COUNSEL, Ashton; Grantham. SOLICITORS, Hantly & Co.

[Reported by MAURICE N. DRUGQUE, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re FITZGEORGE. Ex parte ROBSON. Bigham, J. 16th Jan.

BANKRUPTCY—PROOF ON GUARANTEE—DISCHARGE OF PRINCIPAL DEBTOR BY OPERATION OF LAW—CONTINUING LIABILITY OF GUARANTOR.

Appeal by a creditor from the rejection of his proof by the trustee in the bankruptcy. The appellant was the holder of a debenture in a limited company securing £5,000 at 8 per cent. The debenture was issued in 1892, and at the time of its issue the bankrupt guaranteed the regular payment of the interest until the repayment of the principal sum by the company. In 1894 the company went into liquidation, and on the 25th of October, 1895, it was dissolved, and thenceforward ceased to exist. Upon the guarantor subsequently becoming bankrupt, the appellant claimed to

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have his proof admitted for the capitalized amount of the interest due under the guarantee. The trustee rejected the proof, and the appellant now contended that such rejection was wrong, upon the ground that, the debt having been extinguished by operation of law, and not by any act of the creditor, the bankrupt's estate still remained liable under the guarantee: see *Re London Chartered Bank of Australia* (42 W. R. 14; 1893, 3 Ch. 540).

BIGHAM, J., allowed the appeal, holding that the debt, having been extinguished by operation of law, and not by any act of the creditor, the liability upon the guarantee remained untouched. The obligation under the guarantee was that regular payment of interest should go on until the principal sum was paid by the company. That sum had not been paid, and, under the circumstances, never would be paid, therefore the obligation under the guarantee remained in full force. The proof was therefore admitted at a sum agreed between the parties.—COUNSEL, A. H. Carrington; Hansell. SOLICITORS, Price & Cross; Tarry, Sherlock, & King.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Re EASTGATE. Ex parte THE TRUSTEE v. BOWLING. Bigham, J. 17th Jan.

BANKRUPTCY—PROPERTY OF BANKRUPT—GOODS OBTAINED ON CREDIT—CREDIT OBTAINED BY FRAUD—TITLE OF TRUSTEE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 43, 44.

Motion by the trustee for declaration of his title to certain goods, and delivery to him of such goods or payment of their value. In February, 1904, the bankrupt, with the aid of false references, took a good house at Sutton, Surrey, and proceeded to order goods from the neighbouring tradesmen. The goods in question in this case were ordered from the respondent Bowling between the 9th of March and the 15th of April, and supplied on credit in the ordinary way. On the 20th of April Bowling took out a county court summons for their price. The bankrupt's landlord threatened to put in a distress for his rent about the same date, and on the 22nd of April it was discovered that the bankrupt had locked up his house and absconded to avoid his creditors, thus committing an act of bankruptcy on that date. On the 27th of April a number of his creditors, Bowling being one of them, got admission to the house and re-took the goods which they had supplied on credit. A receiving order was made against Eastgate on the 20th of May, and he was adjudicated bankrupt. He was subsequently convicted of obtaining credit by false pretences and fraud from creditors other than Bowling. The trustee now claimed the goods retaken by Bowling on the ground that they formed part of the property of the bankrupt upon the date of the commencement of the bankruptcy (the 22nd of April).

BIGHAM, J., held that the goods in question did not form part of the bankrupt's estate. They had been obtained by him on credit by falsely pretending that he intended to pay for them, when in reality he had no such intention. When the vendor found this out he was entitled to take back the contract of sale as obtained by fraud and to disaffirm it and take back his goods. The trustee's motion was dismissed.—COUNSEL, Clayton; S. G. Lushington. SOLICITORS, Parker, Garrett, & Holman; Spence, Gibson, & Co., for Rose, Sutton.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

New Orders, &c. County Courts Act, 1888.

Notice.

County Court Registry, Birmingham.

Pursuant to the Rules Publication Act, 1893, notice is hereby given that a draft Order has been prepared under the 45th section of the County Courts Act, 1888, excluding Mr. Arthur L. Lowe, one of the Registrars of the County Court at Birmingham, from private practice.

Supreme Courts Funds Rules.

Notice is hereby given, pursuant to the Rules Publication Act, 1893, that draft amendments of the Supreme Court Funds Rules, 1894, have been prepared.

Copies may be obtained on application at the Supreme Court Pay Office, Royal Courts of Justice.

[The draft amendments were not obtainable up to Thursday last.]

Law Societies. United Law Society.

Jan. 16.—Mr. J. Wylie in the chair.—Mr. Hardinge Dalston moved: "That this House is of opinion that the case of *Manners v. St. David's Gold and Copper Mines (Limited)* (1904, Dec. Law Rep. and 73 L. J. Ch. 764) was wrongly decided." Mr. Neville Tebbutt, LL.B., opposed. The speakers were: Messrs. F. O. Clutton, T. Ottaway, and H. J. Douglas. The motion was lost.

Tuesday, the 24th, and Thursday, the 26th inst., have been fixed for the next sittings of the Railway and Canal Commission Court.

Law Students' Journal.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 17.—Chairman, Mr. P. B. Henderson.—The subject for debate was "That the case of *Harman v. Ainslie* (1904, 1 K. B. 698) was wrongly decided." Mr. F. B. Aglionby opened in the affirmative, Mr. J. Scott Duckers seconded in the affirmative; Mr. E. B. Ames opened in the negative, Mr. A. F. Clarke seconded in the negative. The following members also spoke: Messrs. Smith, A. C. Dowding, H. M. Myers, Mitchell, D'Egville, W. Hooper, and Spanton. The mover having replied, the motion was lost.

Companies.

National Discount Co. (Limited).

The ordinary half-yearly general meeting of the National Discount Co. (Limited) was held at Cannon-street Hotel on Wednesday, Mr. Edmund Theodore Doxat, the chairman, presiding.

THE CHAIRMAN: Gentlemen, I suppose the report and accounts will be taken by you as read? The past half-year has not been marked by any violent fluctuations in the money market, the bank rate of discount remaining during the whole period at 3 per cent., but, at the same time, apprehensions as to complications arising from the war between Russia and Japan rendered forecasts as to the market tendency somewhat difficult. The average rate of discount for the half-year in the open market was £2 14s. 1d., and for day to day money £2 4s. 1d., leaving a margin of 10s. per cent. The Board of Trade returns shew a very satisfactory increase in the general business of the country, though the increased figures are largely due to the higher range of values now current. There has been a reduction in the amount of bills held on foreign account, which diminishes the fear of any sudden withdrawal of specie, whilst the Transvaal gold output is steadily increasing, and in 1904 was valued at £16,054,869, or just about the amount produced before the Boer War, after having shrunk in 1900 to £1,457,684, and in 1901 to £1,004,687. Turning now to our own accounts, capital and reserve remain unchanged, but the figures shew that there has been, as compared with the previous half-year, an increase in deposits and loans of £1,110,899 0s. 3d., bills re-discounted shewing hardly any change. On the credit side, investments shew an increase of £314,857 5s. 8d., and with reference to these I may say that, owing to the re-investment of amounts falling due on favourable terms and to judicious purchases, we shall be able to shew an increased percentage rate of interest thereon. Loans shew an increase of £518,332 16s. 3d., and bills discounted £251,817 8s. 9d. Turning to profit and loss account, current expenses have slightly decreased, rebate shews an increase of £2,975 16s. 4d., and our gross profits of £102,446 1s. 1d., will, after allowing for this rebate and current expenses, enable us to pay a six months' dividend at the rate of 10 per cent. per annum, and carry forward £11,148 14s. 7d. to next account. If you compare the present accounts with those ending on the 31st of December, 1903, you will find that the favourable result is still more marked, as our gross profit then was only £95,879 12s. 5d. and the rebate £38,833 17s. 11d. You will see, therefore, that although we should have liked to put a better result before you, still the result is satisfactory, shewing as it does an increased volume of business and a steady though moderate improvement in the results obtained. I will now move that the report and accounts be received and adopted.

Mr. J. F. OGILVY: I have much much pleasure in seconding that.

Mr. MILLAR WILKINSON: I cannot help endorsing the words of the chairman. This is naturally due to the indefatigable energy and untiring assiduity of the chairman and board of directors, and of every member of the staff, and as long as we have such a chairman and board of directors, I am sure they will leave no stone unturned to keep this great institution in the front rank of the commercial world.

The resolution was then put to the meeting and carried unanimously.

THE CHAIRMAN: I now beg to propose: "That a dividend be declared on the paid-up capital of £846,665 at the rate of 10 per cent. per annum, free of income tax, payable on and after the 20th inst., and that the balance of £11,148 14s. 7d. be carried forward to the next account."

Mr. S. F. MENDEL: I have much pleasure in seconding that.

The resolution was carried unanimously.

Mr. F. LEVERTON HARRIS, M.P.: I beg to move the third resolution: "That Mr. Edmund Theodore Doxat, Mr. Sigismund Ferdinand Mendel, and Mr. John Francis Ogilvy, who retire by rotation on this occasion, be re-elected directors of the company." I believe it is usual to put the retiring directors' names together, but I may state, on behalf of the board, that if any shareholder wishes them to be put separately it shall be done.

Mr. F. W. GREEN: I have much pleasure in seconding the resolution.

The motion was put and carried unanimously.

THE CHAIRMAN: Gentlemen, I am much obliged, both on my own account and that of my co-directors, for the kindness you have done us in re-electing us as directors for the ensuing year. I need hardly say that we will do our very best to make the half-year a success.

Mr. MILLAR WILKINSON: I have much pleasure in proposing: "That Mr. Joseph Gurney Fowler and Mr. Francis William Pixley be re-elected auditors of this company for the ensuing year, and that their remuneration be £150 a year each."

Mr. GEORGE LYDDON: I beg to second that.

The resolution was put and carried.

Mr. HENDERSON SMITH: I have now the pleasure to move that the heartfelt thanks of the meeting be given to the chairman for his conduct in the chair, and to the directors for their satisfactory balance-sheet.

Mr. MILLAR WILKINSON: I should like to second that.

The motion was then put and carried by acclamation.

The CHAIRMAN: Gentlemen, we are all very much obliged to you for this vote of thanks and we shall do our best, as I said before, to deserve it in the future, as I believe we have in the past. I should like to move a vote of thanks to the manager, sub-manager, secretary, and the rest of our staff. Directors may do something, but a great deal depends upon the staff, and our friend Mr. Wade, I think, has won the appreciation of the discount people, and has done exceedingly well for us.

Mr. W. E. HOLDING: I have very much pleasure in seconding that resolution.

The motion was then put and very cordially received.

Mr. PHILIP H. WADE (manager): Gentlemen, on behalf of the staff it affords me very great pleasure to acknowledge your very kind vote of thanks.

The proceedings then terminated.

Legal News.

Appointments.

The Hon. JOHN DE GREY, barrister-at-law, has been appointed one of the Magistrates of the Police-courts of the Metropolis in the place of Mr. James Sheil, resigned.

Mr. HAMMOND-CHAMBERS, K.C., has been elected a Bencher of the Honourable Society of Lincoln's-inn in succession to the late Lord Hobbhouse.

Changes in Partnerships.

We are requested to state that Messrs. Whitehouse & Co. will continue to practise at Jewry House, Old Jewry, and will discharge all liabilities of the late firm of Whitehouse, Rivers, & Co.

Dissolutions.

JAMES SMITH KINGDON and HAROLD COTTON, solicitors (Coode, Kingdon, & Cotton), 34, Bedford-row, London. Aug. 31. The said Harold Cotton will in future carry on the said business under the same style or firm on his own account, or as he may think fit.

[*Gazette*, Jan. 13.]

General.

Sir Francis Jeune is still indisposed, and Mr. Justice Bigham is to sit in the Probate, Divorce, and Admiralty Division in his place until further notice.

It is announced that Mr. Pickford, K.C., has been retained (with Mr. Acland, K.C., and Mr. Howard Smith) to represent the Government as counsel before the Paris Commission.

Owing to the vague ideas of a section of the population on the rights of property, one cannot, says the *Globe*, be too careful in letting estates in Ireland. The other day a landlord had specially to insert in an agreement a clause, "No one to be allowed to poach on the estate except by a written permission."

We understand, says the *Pall Mall Gazette*, that the whole question of the treatment of prisoners under remand, which was made the subject of some strong remarks recently by Mr. Justice Jelf, is receiving the careful attention of the Prison Commissioners, and that an authoritative pronouncement upon the subject may be anticipated shortly.

The Quain Professor of Comparative Law at University College, London, Sir John Macdonald, will continue this term his course of lectures on "The Rights and Duties of Neutrals." The first lecture will be on the 31st of January at 5. The course will be followed by a course of lectures on "Modern Criminal Law." The lectures are open to the public without payment or ticket.

In the course of an application before Mr. Justice Bigham, says the *Daily Telegraph*, counsel mentioned the name of a bank, whereupon his lordship remarked, "That is, I believe, a money-lending bank?" Counsel: Yes, your lordship knows it very well. Mr. Justice Bigham: So far as I know, I have never been inside the place. Counsel (apologetically): I meant your lordship knew the concern judicially.

Dr. Krause, whose name, says the *Daily Graphic*, was struck off the list of members of the Middle Temple when he was convicted at the Central Criminal Court before the Lord Chief Justice on the 18th of January, 1902, of an attempt to incite Cornelius Brockman to kill Mr. John Douglas Forster, at the time of the South African War, has petitioned the benchers to be reinstated as a member of the inn. It is understood that the matter is under the consideration of the benchers.

We are informed by Messrs. Jordan & Sons (Limited), of 120, Chancery-lane, London, that they are about to issue the twenty-sixth edition of their Handy Book on the Formation, Management, and Winding-up of Joint Stock Companies, by Mr. F. Gore-Browne, K.C., and Mr. William Jordan. The section of the work on the Winding-up of Companies is stated to have been entirely rewritten and considerably amplified, so as to include the requirements of the new Winding-up Rules.

A ball will be given by the Inns of Court Rifle Volunteers in the hall of the Inner Temple (by permission of the treasurer and the benchers) on Friday, the 10th of February, at 9.30. If's band has been engaged for the occasion. The numbers are limited to 600, and applications will be dealt with, as far as possible, in the order in which they are received. Tickets should be applied for at the Orderly Room, Stone-buildings, by past, present, and honorary members of the corps for themselves and their guests on or before the 2nd of February.

Mr. Justice A. T. Lawrence was entertained at a congratulatory dinner at the Café Royal last week by the members of the Oxford Circuit in celebration of his recent elevation to the bench. Mr. H. D. Greene, K.C., M.P., the leader of the circuit, presided, and a considerable number of both past and present members of the circuit assembled, amongst whom were Mr. Lyttelton, K.C., M.P., Mr. Justice Darling, Mr. Justice Jelf, the Common Serjeant (Mr. Bosanquet, K.C.), Judge James, Sir F. Godson, M.P., and Sir Robert Mowbray, M.P.

The following are the circuits chosen by the judges for the Summer Assizes: Midland Circuit, Mr. Justice Wills and Mr. Justice Lawrence; Oxford Circuit, Mr. Justice Darling and Mr. Justice A. T. Lawrence; North-Eastern Circuit, Mr. Justice Grantham and Mr. Justice Jelf; Northern Circuit, Mr. Justice Kennedy and Mr. Justice Walton; Western Circuit, Mr. Justice Ridley and Mr. Justice Bigham; North Wales Circuit, Mr. Justice Phillimore; South Wales Circuit, Mr. Justice Channell; South-Eastern Circuit, Mr. Justice Bucknill and Mr. Justice Bray.

A meeting of the Royal Courts of Justice Temperance Society, of which Lord Alverstone is president, was held on Tuesday, at the Old Hall, Lincoln's-inn, when a lecture on "The Social and Moral Aspect of the Temperance Question" was delivered by Mr. Robinson Souttar. Judge Tindal Atkinson, who presided, gave a cordial welcome to the members, who include members of the bar, solicitors, officials in legal departments of the Civil Service, and law clerks. He said that the hall of Lincoln's-inn, which had been kindly placed at their disposal by the benchers, could hardly be devoted to a better purpose than that of the amelioration of their fellow-men who had become the victims of the worst habits that could befall mankind.

Lord Halsbury, says the *Globe*, once described criticism as the salt of judicial existence. A correspondent of the *Times*, taking the Lord Chancellor at his word, has made some forcible comments on the increasing tendency of the King's Bench judges to regard Saturday as a *dies non* in the courts. He points out that the Lord Chief Justice did not sit one Saturday during last sittings, and that seldom more than two or three common law judges resisted the temptation of beginning their "week end" on Friday. As "An Anxious Taxpayer" points out, there would be fewer arrears in the division if all the King's Bench judges sat on Saturday when in town. It may safely be estimated that a hundred more of non-jury actions would be tried in the course of a year.

The following letterhead, minus the name of the lawyer and of his town, is says the American *Case and Comment*, sent us from Iowa:

"Love not sleep, lest thou come to poverty."—Judge Solomon.

Office Over First National Bank.

Am the red-headed, smooth-faced, freckle-wounded Legal Napoleon of the Slope, and always in the stirrups. Practice in every court on earth except that of Judge Lynch. Quick as a hippopotamus and gentle as a sunstroke. Refer to my friends and likewise to my enemies.

"Fees are the Sinews of War."

Iowa.

Delay is, says the *Globe*, still the portion of the litigant who indulges in the luxury of an appeal to the House of Lords. Thirty-six appeals are entered for hearing during the ensuing sitting of the law lords, twelve of which have lingered in the list over seven months. From the English courts there are twenty-five appeals, including *Yorkshire Miners' Association v. Howden, South Wales Miners' Federation v. Glamorgan Coal Co., Duke of Northumberland v. Attorney-General, and Ogden (Limited) v. Telford*. Confidence in the House of Lords does not appear to have diminished north of the Tweed since the Free Church case was decided. As many as twelve appeals from Scotland are entered. Litigants in Ireland would seem to be far less enterprising than in other portions of the Kingdom; not a single Irish case appears in the list.

In Lord Llandaff, who has, says the *St. James's Gazette*, just entered upon his eightieth year, the present generation is liable to lose sight of the identity of a man who twenty years ago was one of the most brilliant practising barristers of the day—Mr. Henry Matthews, Home Secretary from 1886 to 1892, a period which embraced two memorable events, his part in which earned for him no small amount of criticism—the Maybrick case and the Trafalgar-square riots. Born in Ceylon, where his father was a judge, Henry Matthews joined the Oxford Circuit nearly fifty-three years ago, and had hard work at first to make a living. When his chance came, however, he made such an impression that he never lacked briefs thereafter. One of his most famous cases was the Prince Borghese marriage mystery, another was the claim to the Slade estates, and a third was the great action brought by Mrs. Lyons against Home, the spirit medium.

FIXED INCOMES.—Houses and Residential Flats can now be furnished on a new system of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maples & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

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Court Papers. Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON						
DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 2.	MR. JUSTICE KEKEWICH.	MR. JUSTICE FARWELL.	MR. JUSTICE BEAL.	MR. JUSTICE LEACH.
Monday, Jan.	23	Mr. Church	Mr. R. Leach	Mr. Carrington	Mr. W. Leach	Mr. Carrington
Tuesday,	24	Greswell	Godfrey	Beal	Theed	W. Leach
Wednesday,	25	King	Leach	Beal	Theed	W. Leach
Thursday,	26	Farmer	Godfrey	Carrington	Theed	W. Leach
Friday,	27	Theed	R. Leach	Beal	W. Leach	Theed
Saturday,	28	W. Leach	Godfrey	Carrington	Theed	W. Leach
DATE.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFIN EADY.	MR. JUSTICE WARRINGTON.	MR. JUSTICE WARRINGTON.	MR. JUSTICE WARRINGTON.
Monday, Jan.	23	Mr. Farmer	Mr. Pemberton	Mr. Greswell	Mr. Carrington	Mr. Carrington
Tuesday,	24	King	Jackson	Church	Beal	Godfrey
Wednesday,	25	Farmer	Pemberton	Greswell	R. Leach	Jackson
Thursday,	26	King	Jackson	Church	Jackson	Pemberton
Friday,	27	Farmer	Pemberton	Greswell	Pemberton	
Saturday,	28	King	Jackson	Church		

Holders of the £1,000,000 New South Wales Government 4 per cent. Treasury Bills maturing the 1st of March, 1905, and holders of the £901,500 New South Wales Government 4 per cent. Bonds, maturing the 1st of July, 1905, are reminded that the list of applications for exchange into New South Wales Government 4 per cent. 10 years' Debentures will be closed on Monday next, the 23rd of January.

Death.

LOW.—On the 18th inst., at his residence, 3, Elstree park, Blackheath, S.E., Edwin Low, Solicitor, of 12, Bread-street, Cheapside, E.C., in his 81st year.

The Property Mart.

Result of Sale.

REVERSIONS AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 779) of the above Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the majority of the Lots offered were Sold, the total realized being £6,063.

REVISIONS:

Absolute to One-eighth of £8,442	£	500
Absolute to £3,000; life 61	2,235	
Absolute to £2,500; lives 75 and 69	1,490	
Contingent to One-eleventh of £8,700; lives 67 and 67	300	
Absolute to One-sixth of £5,100; lives 62 and 58	280	

REVENDED LIFE INTEREST IN £300 per annum

..	..	150
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LETTERS PATENT, relating to Lock-nuts, Hook or Attachment

Device, and Pneumatic Tyres	350
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SHARES in Spalding & Hodge (Limited), Ten £100 5 per cent.

Cumulative Preference Shares	850
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Winding-up Notices.

London Gazette.—FRIDAY, Jan. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ART SPECIALITIES PUBLISHING CO., LIMITED.—Petition for winding up, presented Jan 5, directed to be heard before the Court at Quay st, Manchester, Jan 20, at 10. Holker & Co., Manchester, for Laverack & Co., Hull, solors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17.

BRITISH ICE AND DRY AIR REFRIGERATOR CO., LIMITED.—Petition for winding up, presented Jan 9, directed to be heard Jan 24. Mackrell & Co., Cannon st, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

CO-OPERATIVE INVESTMENT SOCIETY, LIMITED.—Petition for winding up, presented Jan 11, directed to be heard Jan 24. Andrew & Co., St. James st, Bedford row, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

ELECTRO INSTITUTE, LIMITED.—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Perkins Wayte, 35, Edgware rd. Andrew & Co., Great James st, Bedford row, solors for liquidator.

FLICIA SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to Athelstan Danderfield, 56, Cannon st. Allen & Co., Philpot ln, solors for liquidator.

GEORGE J JESUP, LIMITED (IN VOLUNTARY LIQUIDATION)—All claims must be lodged with Mr. John Baker, Eldon st House, Eldon st, by Jan 28.

G F RESTALL & CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to Ernest Edward Sparhawk, 71, Colmore row, Birmingham. Price, Birmingham, solor for liquidator.

LANCASHIRE WOODWORKING CO., LIMITED.—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Waterworth, 16, Richmond ter, Blackburn.

MADAME LOUISE ET CIE, WOLVERHAMPTON, LIMITED.—Petition for winding up, presented Jan 7, directed to be heard before the court, Queen st, Wolverhampton, on Jan 30, at 10 a.m. o'clock. Short houses & Co., Corporation st, Birmingham, solors for petitioners, whose agent is R. Willcock, Queen st, Wolverhampton. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Jan 23.

NELSON & CO., LIMITED.—Petition for winding up, presented Dec 12, directed to be heard Jan 24. Westerley, Bedford row, solor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

NEW REVOLUTION CYCLE CO., LIMITED.—Petition for winding up, presented Jan 10, directed to be heard at the Court House, Corporation st, Birmingham, Jan 24, at 10.30. Beale & Co., Birmingham, and St. George st, Westminster, solors for petitioning creditors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

STANDARD EXPLOSIVES CO., LIMITED.—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Sole & Co., Aldermanbury, solors for liquidator.

WALLINGTON'S, LIMITED.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Alexander George Parker, 2, Coleman st

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

NORTH PIER STEAMSHIP CO (BLACKPOOL), LIMITED.—Petition for winding up, presented Dec 8, directed to be heard at St George's Hall, Liverpool, Jan 23, at 10.30. B. Amwell, Preston, solor for petitioners. Notice of appearing must reach the above-named not later than 1 o'clock in the afternoon of Jan 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan. 17.

BRITISH COLUMBIA TELEPHONES, LIMITED.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts and claims to Maurice Brewer, 49, Queen Victoria st. Ford & Co., Bloomsbury sq., solors for liquidator.

CATTERMORL OCEAN CONCENTRATION SYNDICATE, LIMITED.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to A. O. Williams, 62, London wall.

CONFIDENCE BEEF GOLD MINING CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 24, to send their names and addresses, with full particulars of their debts or claims, to W. Milne, 10, St Helen's pl.

COTTERELL, ROSE, & CO., LIMITED.—Petition for winding up, presented Jan 6, directed to be heard at Newbury, Feb 15, at 11. Page & Scorer, Clement's inn, Strand, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 14.

EARL & WEBB, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 7, to send their names and addresses, and the particulars of their debts or claims, to John Sidney Bird, 90, Cannon st. Smith & Hudson, Mincing ln, solors for liquidator.

F H BROWNE & SONS, LIMITED.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Percy Mason, 64, Gresham st. Carvalho, Leadenhall st, solor for liquidator.

H. CARE & CO. (LIMITED)—Creditors are required, on or before March 20, to send in the particulars of their debts or claims to J. Hasson, 95, Regent st.

HENRY AERTHON & SONS (LIMITED)—Petition for winding up, presented Jan 5, directed to be heard Feb 7. Tweedale & Co., Oldham, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6.

IMPERIAL "S C" ACETYLENE GAS CO. (LIMITED)—Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to Lawrence Lancelot Samuels, 7, Norfolk st, Manchester. Parkinson & Co., Manchester, solors for liquidator.

OTLEY WORKING MEN'S CLUB, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to J. F. Craig, 14, Princes st, Harrogate.

SABIWA CENTRAL GOLD MINING CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 18, to send their names and addresses, and the particulars of their debts or claims, to Robert Farrall Masterton, Winchester House, Old Broad st. Burn & Berbridge, Old Broad st, solors to liquidator.

SABIWA PROPRIETARY MINES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 18, to send their names and addresses, and the particulars of their debts or claims, to Robert Farrall Masterton, Winchester House, Old Broad st. Burn & Berbridge, Old Broad st, solors to liquidator.

THAMES VALLEY LAUNCE CO. (LIMITED) (IN LIQUIDATION)—Creditors are required, on or before Feb 14, to send in their names and addresses, and particulars of their debts or claims, to Francis Joseph Saffery, 14, Old Jewry chmrs. Willson & Norman, Regent st, solors for liquidator.

VARCO (LIMITED).—Creditors are required, on or before Feb 1, to send their names and addresses, and particulars of their debts or claims, to Charles Roberts

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 13.

AYLESBURY, THOMAS WILLIAM, Sutton, Surrey, Retired Captain Feb 17 Goode and Others v Aylesbury, Buckley, J. Pearkes, College hill

WALLBROOK, CLEMENT, Gorton, Lancaster, Builder Feb 13 Middleton v Wallworth, Registrar, Manchester Almond, Manchester

London Gazette.—TUESDAY, Jan. 17.

CARDINALL, CHARLES JAMES, Sidcup, Kent Feb 16 Cardinall v Cardinall, Buckley, J. Turner, Canon st

SCOTT, CHARLOTTE, 251, Kingsland rd Feb 15 Cann v Parrett, Judge in Chambers, Room No 723, Royal Courts of Justice, Greville & C, Strand

ZUCCANI, ENRICO, Highbury park Feb 10 Banti v Zuccani, Warrington, J. Englefield, Little Trinity ln

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 13.

ANDREWS, HENRY, Ditchling, Sussex, Blacksmith Feb 20 Andrews, Ditchling

BARLOW, JOHN, Sheffield, Scissrs Manufacturer Feb 25 R. d'grys & Co, Sheffield

BARRY, ROBERT, East Dereham, Clerk Feb 26 Bell & Co, Queen Victoria st

BILES, PETER, Ringwood, Hants Feb 25 Jackson & Co, Ringwood, Hants

BOWDEN, JOHN, Wardour st, Dealer in Antique Furniture Feb 17 Dod & Co, Berners st

BOWYER, CHARLES FRANCIS, EAST M. JESSEY, Publican Feb 20 Piper, Norfolk st, Strand

BUTTERWORTH, ELIZABETH BRANDON, Streatham Feb 17 James & James, Ely pl., Holborn circus

BRODRETT, EMILY, Wavertree, Liverpool Feb 25 Payne & Co, Liverpool

BUSWELL, ROBERT, Cheltenham, Carpenter Feb 25 McLaren, Cheltenham

CHANDLER, BENTHAM, CASABOON, Cornhill rd, Westbourne Park, Doctor Feb 28 Collins & Collins, King William st

CAIRNS, AMY FLORENCE, Birmingham Feb 20 Pointon, Birmingham

CUMMINGS, GEORGE JOHN, Newcastle upon Tyne Feb 20 Dickason & Co, Newcastle upon Tyne

CUNDALL, RICHARD, Crowle, Lincs Feb 15 Borthwick & Cundall, Crowle, Doncaster

DICKSON, GUNOR, Sir COLLINGWOOD, VC, GCB, Claverton st Feb 28 Marshall & Liddle, Croydon

DUNSTAN, EDWARD SAMUEL, Lelant, Cornwall Jan 31 Boose, Penzance

FENDERLOW, CHARLES, jun., Wolverhampton Feb 1 Underhill & Co, Wolverhampton

GRESHAM, FANNY, Scarborough Feb 4 Pearson & Co, Malton, Yorks

GRESHAM, JOSEPH, Leeds, Pawnbroker Feb 4 Pearson & Co, Malton, Yorks

HANDYSIDE, ARTHUR, Newton le Willows, Lancs, Surgeon Feb 17 Thomas, St Helens

HARDWICKE, ALBERT EDWARD Earl of, York ter, Regent's Park Feb 13 Russell & Co, Norfolk st, Strand

HART, ERNEST WYLIE, Bury St Edmunds Feb 17 Yeilding & Co, Vincent sq, West minster

HAY, JONATHAN, Kingston upon Hull, Chartered Accountant March 1 Middlemiss & Pearce, Kingston upon Hull

HULLY, HOLLAND, Wolverhampton Feb 13 Mair & Co, Macclesfield

HULLY, ELLEN, Orton, nr Tewkesbury, Westmorland Jan 27 Cartmel, Kendal

HYDE, SAMUEL, Newcastle under Lyme, Licensed Victualler Feb 14 Griffith, Newcastle, Staffs

JOLLEY, REUBEN, Northwold, Norfolk, Farmer Feb 15 Walpole, Northwold, Brandon, Norfolk

KEATINGE, EDWARD WILLIAM, Deganwy, Carnarvon, Surgeon Dentist Feb 18 Pierce Lewis, Prestatyn

KIRSCHSTEIN, JURGEN WILHELM, Park rd, Forest Hill Feb 29 Selim, Mincing Ln

KYD, EMILY JULIA, Kingston on Thames Feb 21 Micklem & Hollingsworth, Gresham st

LOWE, GEORGE, JAMES, Penzance, Licensed Victualler Feb 1 Trythall & Bodilly, Penzance

LOWE, THOMAS, Bewdley, Worcester Feb 14 Marcy & Co, Bewdley

MANSSELL, JOHN, Burton, Salop Feb 21 Corson & Son, Shrewsbury

MASON, MATTHEW HENRY, Birmingham, Whip Thong Manufacturer Feb 11 Rollason, Birmingham

MOSS, LOUIS SAMUEL, Trinity, Jersey Feb 24 Lingsard & Hamp, Manchester

NICH, ELLES, Chelmsford Feb 10 Hudson & Co, Queen Victoria st

NORTH, HON. MORTON WILLIAM, Ipswich March 1 Douglass, London wall

NORTHCOTE, ELIZABETH CLARA, Surbiton Feb 13 Dommett & Son, Gresham st

OCKLESTON, SARAH ELIZABETH, Cheadle, Chester Feb 16 Radcliffe-Smith & Co, Liverpool

PEARSON, JAMES, Heywood, Lancs, Skip Maker Feb 10 Banks & Co, Heywood

POWELL, EYRE BURTON, Streatham Hill March 4 Bird & Co, Gray's inn sq

PRICE, WILLIAM EVAN, Tiverton, nr Devon Feb 18 Kendall & Co, Carey st, Lincoln's inn

RILEY, WILLIAM, Loxmington, Warwick March 1 Wright & Co, Loxmington

RITCHIE, FRANCIS ANN, Bewdley, Worcester Feb 14 Marcy & Co, Bewdley

ROBINS, HENRY, Folkestone Feb 27 Halt, Folkestone

ROLFE, JANE, Weymouth Feb 15 Morgan, Hastings

ROTHSCHILD, ELIZABETH, West Wickham March 1 Sloper & Co, Wandsworth

STEVET, HENRY, Blafield, nr Bingley, Southampton Feb 25 Jackson & Co, Ringwood

TRALE, GRACE ANN, Croydon Feb 14 Jordan & Lavington, Ironmonger in, Chapside

THOMPSON, JAMES, Stoke upon Trent, Laundryman Jan 31 Holtom, Stoke upon Trent

TOOGOOD, JAMES, Kingstone upon Hull Feb 11 Jacobs & Dixon, Hull

WILBY, ANN, Ossett, Yorks March 6 Lawrence, Ossett

WALKER, JANE ELIZABETH, Clifton, Bristol Feb 18 Wansey & Meade-King, Bristol

WELLS, ELIZABETH, Horsham Feb 10 Cottching, Horsham

WILLIAMS, ALFRED CLARKE, The Cloisters, Temple Feb 20 Potter & Co, King st, Cheapside

WILLIAMS, JAMES, Llandudno Feb 18 Chamberlain & Johnson, Llandudno

WILMOTT, FREDERICK LATHBURY, Wanstead, Builder Feb 28 Stoneham & Sons, Finchampstead

WINTER, CLARA ISABELLA, Bournemouth Feb 11 Mooring & Co, Bournemouth

WOODHEAD, WILLIAM JAMES, Maghull, nr Liverpool Feb 25 Payne & Co, Liverpool

London Gazette.—TUESDAY, Jan. 17.

ALDRIDGE, MARTHA TOSKIN, Bristol Feb 15 Inskip & Co, Bristol

BAINES, ARTHUR SAMUEL, Leeds Feb 20 Markland & Co, Leeds

BARKER, ALFRED, Pepys rd, New Cross Feb 20 Veale, Bristol

BECK, ELLEN, Ainstey, Cornwall Feb 11 Carl on & Stephens, St Austell

BINDER, HERBERT, Brighton Feb 14 Thropp & Co, Old Cavendish st

BODKIN, ALICE, Leamington Spa, Warwick Feb 23 Murray & Co, Bircham in

BOWRING, JOHN BELLASIS, Torquay Feb 16 Charlton, Newcastle upon Tyne

BUTTERFIELD, JOSEPH, Nelson, Lancs Feb 17 Aitken, Nelson

COLLINS, ELIZABETH, Liverpool Feb 28 Smith, Liverpool

DE LACY, SAMUEL EDWARD, Kingston upon Hull, Commercial Clerk Feb 21 Austin, Hull

EDWARDS, JANET JOHANNA HAMILTON, Trevor, nr Ruabon, Denbigh Feb 21 Minshall & Co, Llengollen

EMMERSON, JOHN PARKER, Scarborough, Joiner March 1 Whitfield, Scarborough

EVANS, HARRIET, Newport, Mon March 1 Wade & Son, Newport, Mon

FRANKLIN, WILLIAM, Tyndall's Park, Clifton, Bristol Feb 18 Mutlow, Bristol

GALSWORTHY, JOHN, Holland Park av, Kensington Feb 28 Galsworth, Old Jewry chmrs

GALVIN, GEORGE WILD, otherwise DAN LENNO, Atkins rd, Clapham Park, Comedian Feb 13

Conellis & Co, High rd, Balham

GOW, JAMES, Manchester March 1 Hilditch, Manchester

HANKEY, JOHN, Bawton in Furness, Clerk Feb 1 Taylor & Son, Barrow in Furness

HARVEY, STEPHEN, Thundersley, Essex, Farmer Feb 25 Harvey, Leigh on Sea, Essex

HICKLING, LEVL, Nettleham Feb 28 Berryman, Nottingham

HOLLYMAN, ALFRED, Clifton, Bristol Feb 28 Meade-King & Sons, Bristol

HOOLE, STANLEY, Lloyd's, Underwriter March 1 Murray & Co, Bircham in

HORT, CHARLES THOMAS, Cotham hill, Bristol Jan 31 Stanley & Co, Bristol

HUGHES, WILLIAM HENRY RHYL, Flint Feb 21 Minshall & Co, Llengollen

JONES, MORGAN, Rhyl, Llangravic, Glam Jan 31 Hopkin, Pontarddulais, Glam

LEATHLEY, CHARLES, Narbonne av, Clapham, Builder March 1 Cheeseman Old Serjeants' inn

LEATHLEY, HELEN LOUISA, Narbonne av, Clapham March 1 Cheeseman, Serjeants' inn

LONG, ANNE, Ramegate Feb 17 Robinson, Ramegate

MARSH, JOSEPH, Durban, Natal Feb 14 Longborough & Co, Austin friars

MATHews, JOHN, Winchester, Upholsterer Feb 25 Sheraton & Pain, Winchester

MOPPERT, ELLEN SUSAN, St Leonards on Sea Feb 18 Meadows & Co, Hastings

NIXON, EDWIN, Brighton Feb 21 Lovell & Co, Gray's inn sq

NORRIS, WILLIAM, Worthing, Licensed Victualler Feb 21 Verrall, Worthing

PEARS, MARGARET ARCHBOLD, Newcastle upon Tyne March 1 Chartres & Youll, Newcastle upon Tyne

PLINT, MARY ANN, Gt Crosby, Lancs Feb 20 Calvert, Leeds

POOLEY, THOMAS ALEXANDER, Walton on Thames Feb 24 Wingfield & Blew, Cheapside

PRAYER, MARY ANN, Bishop's rd, Cambridge Heath Feb 28 McDermid & Son, Newman's of, Cornhill

ROBINSON, MARY, Knaresborough March 3 W & E H Foster, Leeds

SIMONS, GEORGE WILLIAM, Nottingham, Plumber Feb 28 Berryman, Nottingham

SNELL, LOUISA, Kedington, Suffolk Feb 14 Wayman, Clare, Suffolk

STURAY, ALICE MACKENZIE, Bramfield, Sussex Feb 9 Thomas, Chancery in

TASKE, STEPHEN RUPERT, Titchfield, Farnham March 25 Powning & Jones, Salisbury

TAYLOR, HANNAH MARIA, Endlesham rd, Balham March 18 Grundy & Co, Queen Victoria st

THORNE, MARY, Bournemouth Feb 18 Thorne & Welsford, Gracechurch st

THORNHILL, SARA ANN, Burmantofts, Leeds Feb 16 Jubb, Leeds

THORNTON, ROY CHARLES GREENWOOD, Tunbridge Wells Feb 20 Fitch & Co, Bedfordlow

THYVATTE, MARY, Ravensworth, Westmorland Jan 28 E & E A Heeles, Appleby, Westmorland

VANHATTANT, EDWARD WEST, Worthing Feb 18 Goodman, Worthing

WALL, SARAH, Middlesbrough Feb 25 Spy & Preston, Middlesbrough

WIGGINS, JAMES, Ealing Common, Cement Merchant Feb 14 Holder & Wood, Cheapside

WILLIAMS, FRANCIS, Coltharbour in, Brixton March 13 Church & Son, Fenchurch st

WILLIAMS, MARY, Merthyr Tydfil Jan 9 Bell & Son, Merthyr Tydfil

WILSON, ASHLEY ELIZA, Totley, Derby Feb 20 Wheal, Sheffield

WILSON, CATHERINE DOROTHY, St Leon's on Sea Feb 18 Meadows & Co, Hastings

WORSEY, JOSEPH, WILLIAM, Tipton, Staffs, Boat Builder Feb 4 Hooper & Fairbairn, Dudley

WYNFORD, THE HON. GEORGE BARON, Wynford Eagle, Dorset Feb 17 Dimond & Son, Welbeck st, Cavendish sq

YELLAND, WILLIAM HENRY, Krugersdorp, Transvaal, Miner Feb 18 Shillson & Co, St Austell

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan 13.

RECEIVING ORDERS.

ALLIN, ARTHUR HENRY, Moulton Park, Northampton, Commercial Traveller Northampton Pet Jan 10 Ord Jan 10

ANGUS, WILLIAM, Hamsterley, Durham, Farmer Durham Pet Jan 10 Ord Jan 10

ATTWATER, FRANCIS HENRY, Dryburgh rd, Putney, Wine Merchant's Clerk High Court Pet Jan 11 Ord Jan 11

BENSON, WALLACE OSCAR GERALD, Small Heath, Warwick, Grocer Birmingham Pet Jan 9 Ord Jan 9

BENSLY, HENRY, Bristol, Cabinet Maker Bristol Pet Jan 5 Ord Jan 10

BREWSTER, JOHN, Nottingham Nottingham Pet Jan 7 Ord Jan 7

BROWN, ALEXANDER, Torquay, Bailiff Exeter Pet Jan 11 Ord Jan 11

CHEANEY, DAVID, Denbigh pl, Accountant High Court Pet Dec 21 Ord Jan 9

COLLINS, ARTHUR ALBERT, High st, Peckham, Public House Manager High Court Pet Jan 11 Ord Jan 11

CURTIS, JOHN, Treswky, Glam, Grocer Pontypridd Pet Jan 9 Ord Jan 9

DEVET, JOSEPH, Wolverhampton, Cycle Maker Wolverhampton Pet Jan 9 Ord Jan 9

DURHAM, WILLIAM, Upper Tooting Greenwich Pet Nov 25 Ord Jan 10

FENNER, EDWARD JAMES, Redbridge, Southampton, General Dealer Southampton Pet Jan 9 Ord Jan 9

GARRETT, EDGAR LLEWELYN JONES, Workington, Cumberland, Fruit Merchant Cockermouth Pet Jan 10 Ord Jan 10

HARRY, DAVID, Broughton Wick, Glam, Labourer Cardiff Pet Jan 10 Ord Jan 10

HICKES, JOSEPH, Walsall, Baker Walsall Pet Jan 6 Ord Jan 6

HOLMES, WILLIAM, Goole, Yorks, Colliery Agent Wakefield Pet Dec 23 Ord Jan 9

HORNMAN, THOMAS, Ripon, Yorks, Game Dealer Northallerton Pet Jan 10 Ord Jan 10

JONES, JEREMIAH, Caxton, Staffs, Tailor's Manager Walsall Pet Jan 10 Ord Jan 10

JONES, PETER, Cheltenham Cheltenham Pet Jan 7 Ord Jan 7

KELLAND, PETER JOHN COOKE, Handsworth, Cycle Brake Manufacturer Birmingham Pet Jan 5 Ord Jan 5

LEY, JAMES, Bolton, Cabinet Maker Boston Pet Jan 7 Ord Jan 7

MACMUNN, GEORGE IRVINE, Scarborough, Dentist Scarborough Pet Jan 11 Ord Jan 11

MAIN, THOMAS, Loughborough, Hosiery Manufacturer Leicester Pet Jan 9 Ord Jan 9

MARSH, EMANUEL, Walsall, Grocer Walsall Pet Jan 2 Ord Jan 6

MIDDLETON, GEORGE ALBERT, Broughbridge, Yorks, Commission Agent Pet Jan 7 Ord Jan 7

MILLER, WILLIAM, Normanton, Coal Miner Wakefield Pet Jan 9 Ord Jan 9

MILLERSHAW, JAMES THOMAS, Droitwich, Worcester, Licensed Victualler Worcester Pet Dec 29 Ord Jan 10

MORLEY, JAMES, Wainfleet All Saints, Lincs, Licensed Victualler Boston Pet Jan 10 Ord Jan 10

NEWTON, GEORGE HENRY, and ALFRED GEORGE BURGESS, Falcon rd, Clapham Junction, Builders Wandsworth Pet Jan 10 Ord Jan 10

NIGHTINGALE, ALFRED, Ipswich, Baker Ipswich Pet Jan 9 Ord Jan 9

PARTOTT, HARRY, Leicester, Tobacco Dealer Leicester Pet Dec 13 Ord Jan 10

PLATT, JAMES, Birstall, Yorks, Teamer Dewsbury Pet Jan 10 Ord Jan 10

RODWELL, WILLIAM, Frisby on the Wreake, Leicester Leicester Pet Jan 10 Ord Jan 10

ROSEWALL, SAMSON CHERNOW, Farnham, China Dealer Guildford Pet Dec 1 Ord Jan 11

SAGAR, THOMAS WILLIAM, Coppull, Lancs, Schoolmaster Bolton Pet Jan 9 Ord Jan 9

SHEPPARD, ABRAHAM, Woolwich, Tailor Jan 24 at 11.30 36, Princes st, Ipswich

THOMAS, FRANCIS HENRY, Dryburgh rd, Putney, Clerk Jan 24 at 11 Bankruptcy bldgs, Carey st

BISHOP, WALTER, Baybridge, Bants, Farmer Jan 23 at 2.30 Off Rec, Midland Bank chmrs, High st, Southampton

BRAY, GEORGE, Walsall, Baker Jan 25 at 12 Off Rec Wolverhampton

BROWN, ALEXANDER, Torquay, Bailiff Jan 26 at 10.30 Off Rec, 9 Bedford circus, Exeter

CHESEY, DAVID, Denbigh pl, Accountant Jan 24 at 12 Bankruptcy bldgs, Carey st

CLEAR, FREDERICK TEBBUTT, Beauchamp Roding, Essex, Farmer Jan 23 at 3 14, Bedford row

COLLINS, ARTHUR ALBERT, Peckham, Public house Manager Jan 26 at 12 Bankruptcy bldgs, Carey st

COUPLAND, JOHN HENRY, Torworth, Notts, Farmer Jan 24 at 12 Off Rec, 31, Silver st, Lincoln

CUPPLEDITCH, GILBERT ROBERT, New Cleethorpes, Baker Jan 21 at 11 Off Rec, 15, Osborne st, St Grimsby

DAVIES, DAVID JOHN, Nanthir, Blaenarvon, Glam, Builder Jan 23 at 3 117, St Mary st, Cardiff

DESTON, FRANK, Southport, Grocer's Assistant Feb 2 at 10.30 Off Rec, 35, Victoria st, Liverpool

DEWEY, THOMAS JAMES, Icken, Southampton, Builder Jan 23 at 3 Off Rec, Midland Bank chmrs, High st, Southampton

DICKINSON, WILLIAM THOMAS, Warrington, Newsagents' Manager Jan 21 at 11 Off Rec, Byrom st, Manchester

EST, HENRY THOMAS, Goring, Sussex, Market Gardener Jan 25 at 11 Off Rec, 4 Pavilion bldgs, Brighton

EDWARDS, THOMAS JOSEPH, and JOHN JAMES EDWARDS, Newport, Bakers Jan 23 at 11.30 Off Rec, Westgate chmrs, Newport, Mon

EMMETT, WILLIAM HENRY, Brooke, Norfolk, Schoolmaster Jan 23 at 12 Off Rec, 8 King st, Norwich

FALEY, JOHN THOMAS, Plumstead, Kent, China Dealer Jan 23 at 11.30 24, Railway app, London Bridge

FEHNER, EDWARD JAMES, Redbridge, Southampton, General Dealer Jan 23 at 3.30 Off Rec, Midland Bank chmrs, High st, Southampton

FEH, ALBERT DANIEL, Frinton on Sea, Essex, Livery Stable Keeper Jan 27 at 11 Cups Hotel, Colchester

FOY, THOMAS HENRY, Swansea, Painter Jan 26 at 12 Off Rec, 31, Alexandra rd, Swansea

GOODMAN, WALTER, Leicester, Plumber Jan 24 at 12 Off Rec, 1, Berriedge st, Leicester

HAMMER, ARTHUR, Newport, Grocer Jan 23 at 12 Off Rec, Wedgate chmrs, Newport, Mon

JARVIS, HUGH, Parson Drove, Cambridge, Butcher Feb 9 at 10.30 Court house, King's Lynn

JONES, WILLIAM, Longton, China Manufacturer Jan 23 at 12.30 North Stafford Hotel, Stoke upon Trent

KEMP, FRANK, Hove, Sussex, Builder Jan 25 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton

LAVENBERG, THEODORE, Charterhouse bldgs, Goswell rd, Mantle Manufacturer Jan 25 at 11 Bankruptcy bldgs, Carey st

LEE, JAMES, Bolton, Cabinet Maker Jan 23 at 3.30 Exchange st, Bolton

LEGO-FREDERICK, THOMAS, Swindon, Baker Jan 21 at 12 Off Rec, 38, Regent circus, Swindon

LE GRAND, WILLIAM STOVE, Brewer st, Regent st Jan 24 at 2.30 Bankruptcy bldgs, Carey st

MIDDLETON, GEORGE ALBERT, Boroughbridge, Yorks, Commission Agent Jan 23 at 3 Off Rec, The Red House, Duncombe pl, Yock

MORLEY, JAMES, Wainfleet, all Saints, Lincs, Licensed Victualler Jan 23 at 12.15 Off Rec, 4 and 6, West st, Boston

MULHOLLAND, WILLIAM PATRICK, Gt Crosby, Lancs, Builder Jan 23 at 12 Off Rec, 33, Victoria st, Liverpool

NIGHTINGALE, ALFRED, Ipswich, Baker Jan 23 at 11 36, Princes st, Ipswich

NYMAN, DAVID, St George's st, Shadwell, Tin Plate Manufacturer Jan 23 at 12 Bankruptcy bldgs, Carey st

OBORNE, ARTHUR, SAMUEL, Cieethorpe, Fishmonger Jan 24 at 11 Off Rec, 15, Osborne st, Gt Grimbsy

PARROTT, HARRY, Leicester, Tobacco Dealer Jan 23 at 12 Off Rec, 1, Berriedge st, Leicester

PARTRIDGE, WILLIAM, Carlton, Beds, Leather Dresser Jan 24 at 10.30 Shirehall, Bedford

PETCHARD, GEORGE, Taunton, Ironmonger Jan 21 at 10.30 10, Hainmet st, Taunton

SAGE, THOMAS WILLIAM, Coppull, Lancs, Schoolmaster Jan 23 at 3 Exchange st, Bolton

SANDERS, EDWARD WILLIAM, Rottingdean, Sussex, Builder Jan 25 at 12 Off Rec, 4, Pavilion bldgs, Brighton

SCRIVENER, THOMAS WILLIAM, Long Melford, Suffolk, Hawker Jan 27 at 2 Cups Hotel, Colchester

STERNBERG, ALFRED, Loubet st, Lower Tooting Jan 23 at 12.30 Off Rec, 24, Railway app, London Bridge

TAYLOR, FRED WALTER, Chatteris, Cambridge, Farmer Jan 23 at 2.40 The George Hotel, Chatteris

THORP, HENRY, Tyldesley, Lancs, Clogger Jan 24 at 3 19, Exchange st, Bolton

TURNER, CHARLES McLELLAN, Gt Missenden, Bucks, Picture Dealer Jan 21 at 12 1, St Aldates, Oxford

VINCOMBE, THOMAS HEDGES, Swansea, Licensed Victualler Jan 25 at 12 Off Rec, 3, Alexandra rd, Swansea

WALKER, JAMES, Talgarth, Brecon, Cattle Dealer Jan 23 at 11.30 135, High, Merthyr Tydfil

WARMISBURY, JOSEPH, Altringham, Chester, Master Bricklayer Jan 21 at 11.30 Off Rec, Byrom st, Manchester

WATERS, JAMES, Bideford, Devon, Surgeon Jan 25 at 2 36, Princes st, Ipswich

WATSON, WILLIAM, Kirton Fen, Kirton, Lincs, Farmer Jan 25 at 12.45 Off Rec, 4 and 6, West st, Boston

YOUNG, RICHARD CHARLES, Benhull, Fancy Goods Dealer Feb 7 at 3.15 County Offices, 21, Cambridge rd, Hastings

ADJUDICATIONS.

ALLIN, ARTHUR HENRY, Moulton Park, Northampton, Commercial Traveller Northampton Pet Jan 10 Ord Jan 5

ANDERSON, HENRY FIELDING, Bedale, Yorks, Gunsmith Northallerton Pet Nov 23 Ord Jan 6

ANGUS, WILLIAM, Hamsterley, Durham, Farmer Durham Pet Jan 10 Ord Jan 10

ATTWATER, FRANCIS HENRY, Dryburgh rd, Putney, Clerk High Court Pet Jan 11 Ord Jan 11

BATTET, ISAAC, Commercial st, Spitalfields, Baker High Court Pet Nov 23 Ord Jan 9

BEATTY, PHILIP VANDEUR, Market Harbour, Horse Dealer Leicester Pet Oct 10 Ord Jan 7

BENISON, WALLACE OSCAR GERALD, Small Heath, Grocer Birmingham Pet Jan 9 Ord Jan 9

BRAZIL, HENRY, Prittlewell, Essex, Cheesemonger Chipping Pet Dec 8 Ord Jan 7

BREWSTER, FREDERICK WILLIAM, Fawc Park rd, Patney Wandsworth Pet Sep 23 Ord Jan 11

BREWSTER, JOHN, Nottingham Nottingham Pet Jan 7 Ord Jan 7

BROWN, ALEXANDER, Torquay, Baffin, Exeter Pet Jan 11 Ord Jan 11

COLLINS, ARTHUR ALBERT, High st, Peckham, Public house Manager High Court Pet Jan 11 Ord Jan 11

CURTIS, JOHN, Treorky, Glam, Grocer Pontypridd Pet Jan 9 Ord Jan 9

DEVET, JOSEPH, Wolverhampton, Cycle Maker Wolverhampton Pet Jan 9 Ord Jan 9

FEHNER, EDWARD JAMES, Redbridge, Southampton, General Dealer Southampton Pet Jan 9 Ord Jan 9

GARMAN, EDGAR LLEWELYN JONES, Workington, Cumberland, Fruit Merchant Cockermouth Pet Jan 10 Ord Jan 10

HARDY, WILLIAM, Stanhope, nr Darlington, Grocer Stockton on Tees Pet Dec 18 Ord Jan 10

HARRY, DAVID, Broughton Wick, Glam, Labourer Cardiff Pet Jan 10 Ord Jan 10

HILL, GEORGE, St James, Bristol, Florist Bristol Pet Jan 2 Ord Jan 9

HORNSMAN, THOMAS, Ripon, Yorks, Game Dealer Northallerton Pet Jan 10 Ord Jan 10

JONES, JEREMIAH, Cannock, Staffs, Tailor's Manager Walsall Pet Jan 10 Ord Jan 10

JONES, PETER, Cheltenham Cheltenham Pet Jan 7 Ord Jan 7

KELLAND, PETER, JOHN COOMBE, Handsworth, Staffs, Cycle Brake Manufacturer Birmingham Pet Jan 5 Ord Jan 5

LEE, JAMES, Bolton, Cabinet Maker Bolton Pet Jan 7 Ord Jan 7

MACMUNN, GEOBRE IRVINE, Scarborough, Dentist Scarborough Pet Jan 11 Ord Jan 11

MAIN, THOMAS, Loughborough, Hosiery Manufacturer Leicester Pet Jan 9 Ord Jan 9

MARSH, EMANUEL, Walsall, Grocer Walsall Pet Jan 2 Ord Jan 6

MASON, JOHN, Ambleforth, Yorks, Farmer Northallerton Pet Dec 14 Ord Jan 9

MIDDLETON, GEORGE ALBERT, Boroughbridge, Yorks, Commission Agent York Pet Jan 7 Ord Jan 7

MILLER, WILLIAM, Normanton, Coal Miner Wakefield Pet Jan 9 Ord Jan 9

MOELLER, CLAUDE, Bradford, Engineer Bradford Pet Dec 13 Ord Jan 11

MORLEY, JAMES, Wainfleet, All Saints, Lincs, Licensed Victualler Boston Pet Jan 10 Ord Jan 10

NEWTON, GEORGE HENRY, and ALFRED GEORGE BURGESS, Falcon rd, Clapham junc, Builders Wandsworth Pet Jan 10 Ord Jan 10

NIGHTINGALE, ALFRED, Ipswich, Baker Ipswich Pet Jan 9 Ord Jan 9

PALMER, THOMAS, King William st, Egg Importer High Court Pet Oct 15 Ord Jan 9

PLATTS, JAMES, Birstall, Yorks, Teamer Dewsbury Pet Jan 10 Ord Jan 10

RODWEIL, WILLIAM, Fisby on the Wreake, Leicester Pet Dec 10 Ord Dec 10

SAGAR, THOMAS WILLIAM, Coppull, Lancs, Schoolmaster Bolton Pet Jan 9 Ord Jan 9

SOLOMON, DAVID, Tenter st, Spitalfields, Live Fowl Dealer High Court Pet Dec 15 Ord Jan 10

THORP, HENRY, Tyldesley, Lancs, Clogger Bolton Pet Jan 9 Ord Jan 9

THORPE, ROBERT JOHN, Church rd, Willesden High Court Pet Nov 28 Ord Jan 10

VARLEY, HOLLOW, Wakefield, Labourer Wakefield Pet Jan 11 Ord Jan 11

WALKER, ARCHIBALD HENRY OBORN, Bradford Restaurant Manager Bradford Pet Jan 11 Ord Jan 11

WALLER, ARTHUR EDWARD, Bolton, Grocer Bolton Pet Dec 16 Ord Jan 7

WATERS, JAMES, Bideford, Suffolk, Surgeon Ipswich Pet Jan 9 Ord Jan 9

WATERS, WILLIAM, Manea, Cambridge, Farmer Peterborough Pet Jan 11 Ord Jan 11

WOOD, FRANCIS HENRY, Kingston upon Hull, Auctioneer Kingston upon Hull Pet Jan 9 Ord Jan 9

WOODVILLE, RICHARD CATON, Queen's gate, Artist High Court Pet Oct 26 Ord Jan 7

Amended notice substituted for that published in the London Gazette of Dec 16:

TANNER, GEORGE ARTHUR, St John's hill, Capham junc, Picture Frame Maker Wandsworth Pet Dec 3 Ord Dec 12

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

TATTON, FRANK, Old Jewry chmrs, Solicitor High Court Rec Ord Feb 26, 1903 Adjud April 30, 1903 Rec and Annul Jan 5, 1905

London Gazette.—TUESDAY, Jan. 17.

RECEIVING ORDERS.

ALMOND, JOSEPH, St Helens, Lancs, Builder Liverpool Pet Jan 14 Ord Jan 14

BLAKE, WILLIE, Aberdare, Clerk Aberdare Pet Jan 13 Ord Jan 13

BOSWORTH, ARTHUR, Leeds, Painter Leeds Pet Jan 13 Ord Jan 13

BLAND, LYDIA ANNA, Derby, Milliner Derby Pet Jan 13 Ord Jan 13

CAMPBELL, GEORGE, Huntingdon, Gt Malvern, Worcester, Dentist's Assistant Worcester Pet Jan 12 Ord Jan 12

CAWTHORNE, WALTER, Barnsley, Fruiterer Barnsley Pet Jan 14 Ord Jan 14

COX, RALPH, Ewart, Highley, Salop, Licensed Victualler Kidderminster Pet Jan 12 Ord Jan 13

CUTT, ALBERT, Sheffield, Tool Maker Sheffield Pet Jan 12 Ord Jan 12

DAVIES, JOHN CHRISTMAS, Merthyr Tydfil, Commercial Traveller Merthyr Tydfil Pet Jan 14 Ord Jan 14

FINE, HARRIS, Chiswick, Poplar, Draper High Court Pet Jan 14 Ord Jan 14

FOX, GILBERT, Norfolk st, Strand High Court Pet Nov 24 Ord Jan 13

GORHAM, STEPHEN EDWARD, Harbledown, nr Canterbury, Farmer Canterbury Pet Jan 13 Ord Jan 13

GOWRING, GROBEE HOOD, Eastbourne, School Proprietor Lewes and Eastbourne Pet Jan 14 Ord Jan 14

GRIFFITHS, JOHN, Porth, Glam, Colliery Labourer Pon y-priod Pet Jan 14 Ord Jan 14

HALL, WILLIAM, Leeds Pet Jan 13 Ord Jan 13

HANNETT, WILLIAM, Little Hutton, Lancs, Butcher Bolton Pet Jan 13 Ord Jan 13

HANSELL, BRYAN, Canonbury rd, Islington High Court Pet Nov 15 Ord Jan 13

JOHNSON, FREDERICK, Urmston, Lancs, Timber Merchant Salford Pet Jan 12 Ord Jan 12

KNAPTON, J. K. ABBEY, London rd, Kilburn High Court Pet Nov 15 Ord Jan 11

LANDSEED, EDWARD ARTHUR JOHNSON, Banham, Norfolk, Farmer Norwich Pet Jan 14 Ord Jan 14

LEVY, MARCO SABBATO, and SAMUEL SABBATO LEVY, Manchester, India rubber Merchants Manchester Pet Jan 14 Ord Jan 14

LINGWOOD, CHARLES, Kirkley, Lowestoft, Wheelwright Gt Yarmouth Pet Jan 12 Ord Jan 12

LOWE, WILLIAM HENRY LEONARD, Belper, Derby, Commercial Traveller Derby Pet Jan 11 Ord Jan 11

LUBINSKI, LOUIS, Warrington rd, Herne Hill, Leather Merchant High Court Pet Jan 7 Ord Jan 14

LUND, WILHELM BACK, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Jan 13 Ord Jan 13

MCADAM, GEORGE DAVID, Leicester, Clothier Leicester Pet Jan 14 Ord Jan 14

MICHELL, ALFRED, Northampton st, Bethnal Green, Public house Owner High Court Pet Nov 16 Ord Jan 14

OLIVER, HARDMAN & CO, Shirley, Southampton, Cycle Engineers Southampton Pet Dec 23 Ord Jan 12

PAICE, RICHARD, Bishop's Waltham, Hants, Farmer Southampton Pet Jan 13 Ord Jan 13

PALMER, MARY, Grantham, Schoolmistress Nottingham Pet Jan 13 Ord Jan 13

SHARP, HENRY WAITS, High Holborn, Merchant High Court Pet Dec 22 Ord Jan 12

SMITH, FREDERICK WILLIAM, Aldeburgh, Suffolk, Bricklayer Ipswich Pet Jan 14 Ord Jan 14

SPENCER, JAMES ARTHUR, Bursley, Confectioner Burnley Pet Jan 14 Ord Jan 14

SPICER, EDWIN, North Worples Way, Mortlake, Builder Wandsworth Pet Dec 17 Ord Jan 12

STONHAM, E. ILFORD, Builder High Court Pet Dec 9 Ord Jan 12

SUTTON, JOHN BRUCE, Hulme, Manchester, Mill Furnisher Manchester Pet Jan 13 Ord Jan 13

WISE, JOHN WILLIAM FAIRWEATHER, Pockley Grange, nr Hensley, Yorks, Farmer Northallerton Pet Jan 11 Ord Jan 11

Amended notice substituted for that published in the London Gazette of Jan 6:

BELLS, JOHN JAMES, Manchester, Jeweller Manchester Pet Dec 12 Ord Jan 4

Amended notice substituted for that published in the London Gazette of Jan 13:

SWAIN, PERCY, Urmston, nr Manchester, Corn Merchant Manchester Pet Dec 12 Ord Jan 10

FIRST MEETINGS.

ALLIN, ARTHUR HENRY, Moulton Park, Northampton, Commercial Traveller Jan 26 at 11.30 Off Rec, Bridge st, Northampton

ALPINE, GEORGE MICHAEL, Coalisborough, Yorks, Grocer Jan 25 at 12 Off Rec, Wigtree ln, Sheffield

BARNBY, ANN SELINA, Birmingham, Toy Dealer Jan 26 at 12 191, Corporation st, Birmingham

BELL, JAMES, Walton on Thames Jan 25 at 12 135, High st, Merthyr Tydfil

BELL, JOHN JAMES, Manchester, Jeweller Jan 25 at 2 20 Off Rec, Byrom st, Manchester

BRELL, HENRY, Bristol, Cabinet Maker Jan 25 at 12 Off Rec, 25, Baldwin st, Bristol

BOSWORTH, ARTHUR LEWIS, Painter Jan 25 at 11.30 Off Rec, 22, Park Lane, London

BREWSTER, JOHN, Nottingham Jan 27 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

BRIDGE, THOMAS, West Bromwich, Gas Tube Manufacturer Jan 25 at 11 Buskin chmrs, 191, Corporation st, Birmingham

CAMPBELL, GEORGE, Huntingdon, Gt Malvern, Worcester, Dentist's Assistant Jan 25 at 12 Copenhagen st, Worcester

CARADUS, ALBERT, Barrow in Furness, Police Constable Feb 1 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

COE, MATTHEW, Churchfield, Barnsley, Fishmonger Jan 25 at 10.15 Off Rec, 7, Regent st, Barnsley

DYSON, JOHN FREEMAN, Huddersfield, Chartered Accountant Jan 26 at 3 Off Rec, Prudential bldgs, New st, Huddersfield

FOX, GILBERT, Norfolk st, Strand Jan 27 at 12 Bankruptcy bldgs, Carey st

GINGER, JAMES, Clapham, Butcher Jan 27 at 11.20 24, Railway app, London Bridge

HALL, WILLIAM, Leeds Jan 27 at 11 Off Rec, 22, Park Row, Leeds

HAMER, HENRY TYLER, Worcester, Ironfounder Jan 26 at 11 45, Copenhagen st, Worcester

HARDY, WILLIAM, Standish, Lancs, Grocer Jan 25 at 3 Off Rec, Albert rd, Macclesfield

HICKEN, JOSEPH, Walsall, Baker Jan 25 at 11 Off Rec, Wolverhampton

HOLMES, WILLIAM, Gooe, Colliery Agent Jan 26 at 11.30 Off Rec, 6, Bond st, Wakefield

JONES, J. SUMPTION, Buckerbury, Company Promoter Jan 30 at 12 Bankruptcy bldgs, Carey st

MACMUNN, GEOBRE IRVINE, Scarborough, Dentist Jan 25 at 4 74, Newborough, Scarborough

MAIN, THOMAS, Loughborough, Hosiery Manufacturer Jan 25 at 12 Off Rec, 1, Berriedge st, Leicester

MARSH, EMANUEL, Walsall, Grocer Jan 25 at 11.30 Off Rec, Wolverhampton

MILLER, WILLIAM, Normanton, Coal Miner Jan 25 at 11 Off Rec, 6, Bond st, Wakefield

MILLERSHIP, JAMES THOMAS, Droylsden, Worcester, Licensed Victualler Jan 25 at 11.30 43, Copenhagen st, Worcester

MOLLER, AXEL HOTHER, and LEWIS JOSEPH, Redditors st, Southwark, Cork Manufacturer Jan 25 at 2.30 Bankruptcy bldgs, Carey st

PHILLIPS, THOMAS, Birdwell, nr Barnsley, Contractor Jan 25 at 10.30 Off Rec. 7, Regent st, Barnsley
 PLATT, JAMES, Birstall, Corporation st, Dewsbury
 SHAW, GEORGE HENRY, Cudworth, Yorks., Confectioner Jan 25 at 11 Off Rec. 7, Regent st, Barnsley
 SMITH, JOHN WALTER, Tontine Hill, Ironbridge, Salop, Fruit Dealer Feb 15 at 11.15 County Court Office, Madeley
 STEEL, HENRY, Gt Grimsby, Grocer Jan 25 at 11 Off Rec. 15, Osborne st, Gt Grimsby
 SWAIN, PERRY, Urmston, nr Manchester, Corn Merchant Jan 26 at 2.30 Off Rec. 8, Byron st, Manchester
 TAYLOR, SAMUEL, Sheffield, Licensed Victualler Jan 25 at 12.30 Off Rec. 7, Regent st, Sheffield
 TAYLOR, THOMAS, High st, Wandsworth Jan 26 at 11.30 24, Railway app., London Bridge
 THOMSON, ARTHUR WILLIAM, Bristol Jan 25 at 11.45 Off Rec. 26, Baldwin st, Bristol
 VARLEY, HOLLOW, Wakefield, Labourer Jan 26 at 10.30 Off Rec. 6, Bond ter, Wakefield
 WALKER, ARCHIBALD HENRY, ONSHAW, Bradford, Restaurant Manager Jan 26 at 3 Off Rec. 29, Tyrell st, Bradford
 WEST, WILLIAM HENRY, Accrington, Worcester, Builder Feb 1 at 11 Ruskin chmrs, 191, Corporation st, Birmingham
 WILLMOTT, FRANK, Salford, Birmingham, Plumber Jan 31 at 11 Ruskin chmrs, 191, Corporation st, Birmingham
 WOOD, FRANCIS HENRY, Bridlington, Auctioneer Jan 25 at 11 Off Rec. Trinity House, Hull

ADJUDICATIONS.

ALMOND, JOSEPH, St Helens, Lancs., Builder Liverpool Pet Jan 14 Ord Jan 14
 BELL, JAMES, Walton on Thames Tredgar Pet Dec 19 Ord Jan 13
 BELLS, JOHN JAMES, Manchester, Jeweller Manchester Pet Dec 19 Ord Jan 13
 BLAKE, WHILLIE, Abergare, Clerk Abergare Pet Jan 13 Ord Jan 13
 BOSOMWORTH, ARTHUR, Leeds, Painter Leeds Pet Jan 13 Ord Jan 13
 BRAND, LYDIA ANNA, Derby, Milliner Derby Pet Jan 13 Ord Jan 13
 CAMPBELL, GEORGE, Huntingdon, Gt Malvern, Dentist's Assistant Worcester Pet Jan 12 Ord Jan 12
 CAWTHRON, WALTER, Bainsley, Fruterer Bainsley Pet Jan 14 Ord Jan 14
 COX, RALPH EVERT, Highley, Salop, Licensed Victualler Kidderminster Pet Jan 12 Ord Jan 12
 CUTT, ALBERT, Sheffield, Tool Maker Sheffield Pet Jan 12 Ord Jan 12
 DAVIES, JOHN CHRISTMAS, Merthyr Tydfil, Commercial Traveller Merthyr Tydfil Pet Jan 14 Ord Jan 14
 DOOLEY, JAMES, Tooting, Builder Wandsworth Pet Sept 12 Ord Jan 12
 GEART, ALFRED JOSEPH, Burton on Trent, Builder Burton on Trent Pet Dec 23 Ord Jan 12
 GORMAN, STEPHEN EDWARD, Harbledown, nr Canterbury, Farmer Canterbury Pet Jan 13 Ord Jan 13
 GRIFFITHS, JOHN, Port, Glam., Colliery Labourer Pontypriod Pet Jan 14 Ord Jan 14
 HALL, WILLIAM, Leeds, Leeds Pet Jan 13 Ord Jan 13
 HANNETT, WILLIAM, Little Hutton, Lancs., Butcher Bolton Pet Jan 13 Ord Jan 13
 HART, HENRY J., Birmingham, Livery Stable Keeper Birmingham Pet Dec 8 Ord Jan 13
 HICKEN, JOSEPH, Walsall, Baker Walsall Pet Jan 6 Ord Jan 12
 LINGWOOD, CHARLES, Kirkley, Lowestoft, Wheelwright Gt Yarmouth Pet Jan 12 Ord Jan 12
 JOHNSON, FREDERICK, Urmston, Lancs., Timber Merchant Saltord Pet Jan 12 Ord Jan 13
 KAUFMAN, MAY E., Bedford, Diaper Bedford Pet Dec 19 Ord Jan 11
 LANDSALL, EDWARD ARTHUR, BANHAM, Norfolk, Farmer Norwich Pet Jan 14 Ord Jan 14
 LEVY, MARCO SABBATO, AND SAMUEL SABBATO LEVY, Manchester, Italianer Merchant Manchester Pet Jan 14 Ord Jan 14
 LOWE, WILLIAM HENRY LEONARD, Belper, Derby, Commercial Traveller Derby Pet Jan 11 Ord Jan 11
 LUND, VILHELM BECK, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Jan 13 Ord Jan 13
 MACADAMS, GEORGE DAVID, Leicester, Clothier Leicester Pet Jan 14 Ord Jan 14
 MILLER, JAMES THOMAS, Droitwich, Licensed Victualler Worcester Pet Dec 29 Ord Dec 13
 MORRIS, WILLIAM, Altringham, Chester, Boot Dealer Manchester Pet Dec 8 Ord Jan 13
 MOTTRAM, WILLIAM, AND GEORGE WILLIAM MOTTRAM, Sheffield, Builder's Merchants Sheffield Pet Nov 21 Ord Jan 13
 NYMAN, DAVID, St George's st, Shadwell, Tin Plate Manufacturer High Court Pet Jan 7 Ord Jan 12
 PAICE, RICHARD, Bishop Waltham, Farmer Southampton Pet Jan 13 Ord Jan 13
 PALMER, MARY, Grantham, Schoolmistress Nottingham Pet Jan 13 Ord Jan 13
 REES, JOSEPH ENIL, Holborn viaduct, High Court Pet Jan 27 Ord Dec 19
 SANDIFER, WILLIAM JOHN, Bishopston, Bristol, Florist Bristol Pet Dec 23 Ord Jan 12
 SMITH, FREDERICK WILLIAM, Aldeburgh, Suffolk, Bricklayer Ipswich Pet Jan 14 Ord Jan 14
 SMITH, JOHN WALTER, Lintonbridge, Salop, Fruit Dealer Macclesfield Pet Jan 9 Ord Jan 13
 SPENCER, JAMES ARTHUR, Burnley, Confectioner Burnley Pet Jan 14 Ord Jan 14
 SUTTON, JOHN BRUCE, Hulme, Manchester, Mill Furnisher Manchester Pet Jan 13 Ord Jan 13
 SWAIN, PERRY, Manchester, Corn Merchant Manchester Pet Dec 12 Ord Jan 12
 WALTON, JOHN CHARLES, Preston, Lancs., Draper Preston Pet Jan 12 Ord Jan 12
 WISE, JOHN WILLIAM FAIRWATER, Pockley Grange, nr Heanor, Yorks., Farmer Northallerton Pet Jan 11 Ord Jan 11

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